

Distribution Services Terms & Conditions

Harmoney Finserv India Private Limited . (hereinafter referred to as "Harmoney Finserv ") as Distributor of various asset management companies / financial product providers, whereby offering/distributing/referring various Financial Products/services including but not limited to Mutual Funds, Alternative Investment Funds, Third Party Portfolio Management Services, Bonds, Insurance products, Structured Products, Other financial products/ services, to its Clients (hereinafter referred to as "Distribution Services " and that such products would be referred to as "Financial Products"). The Client may hold Investments in various holding combinations (singly as well as Jointly or severally). Each such holding combination of account will be, hereinafter, referred to as "Distribution Services Account". Harmoney Finserv India requests the Client to carefully go through Distribution Services Account Terms & Conditions. By agreeing to avail the Distribution Services , the Client understand and accept all the obligations stipulated in the Distribution Services Account Terms & Conditions and agree to abide by them. Accessing the Distribution Services through any medium, including but not limited to Harmoney Finserv India Website or Harmoney Finserv India mobile apps, is also subject to these Distribution Services Account Terms & Conditions.

Section A: General Distribution Services Account Terms and Conditions – Applicable to all Client availing Distribution Services

The Client understands, acknowledges, agrees, undertakes or confirms:

1. That in case of Mutual Funds, Harmoney Finserv India offers only Regular Plans.
2. That mutual fund investments as well as other Financial Products are subject to market risks and that the Client shall read the relevant offer documents carefully before making any investments.
3. That by making any investment decision, the Client confirms to Harmoney Finserv India that it is a well-informed decision and that Client has such knowledge and experience in financial matters as may be necessary to be able to evaluate the merits and risks of entering into the proposed transaction. The Client also confirms that Client is capable of bearing the economic/financial risks associated with such investments.
4. That financial markets are controlled by independent market forces and hence are very volatile in nature. As a consequence of which, the Financial Products are subject to a very high degree of risk and the associated returns cannot be predicted with absolute certainty. Prior to making any investment, the Client must ensure that Client has studied the economic, political and financial risks involved and that Client understands the inherent risk of investing in a product that unless such an Investment Product is guaranteed, his/her losses may not exceed investment. If the Client is not sure of the involved risks, it is advisable to seek appropriate professional advice from investment advisor. The products will have terms and conditions that the Client must familiarize him/her/them with before Client makes the decision to invest in any product or service. Before the Client invests in a product or service, he must understand carefully, and if required, with help of an expert independent counsel, the features and risks of each product or service as given in product documentation, such as key information memorandum, scheme information, marketing material, risk disclosure booklet etc.
5. That all investment decisions are matter of personal choice made by them at their sole discretion and post their own evaluation of the risks involved. If notwithstanding anything stated herein, Harmoney Finserv India or any employee of Harmoney Finserv India gives any advice or representation to the Client, Harmoney Finserv India shall have no liability for any such advice or representation made, as it will be Client's responsibility to make an independent assessment. The Client acknowledges that Harmoney Finserv India may recommend products to him/her/them and may provide investments suggestions and conduct risk based assessments of transactions in account from time to time however the final investment decision is sole responsibility of the Client.

6. That any information contained in Harmoney Finserv India Brochures or other materials or otherwise communicated by Harmoney Finserv India shall not be construed by him/her/them as investment advice and that all decisions to purchase or sell units/securities made by him/her/them shall be on the basis of Client's own personal judgment arrived at after due consideration. The Client understands and agrees that Harmoney Finserv India does not in any manner:
 1. Guarantee payments on any Investment Product; or
 2. Guarantee of liquidity of any Investment Product; or
 3. Make any offer to buy back any Investment Product; or
 4. Guarantee the redemption or repayment of any Investment Product on maturity; or
 5. Guarantee the payments of interest or dividend; or
 6. Promise, indicate or guarantee any returns; or
 7. Guarantee any good delivery.
7. That no transaction charges will be levied by Harmoney Finserv India on purchases of any Mutual Fund products. Consequently, the respective Asset Management Companies (AMCs) will issue Mutual Fund units equivalent to the full subscription amount to the investors.
8. That any matter/dispute with respect to nomination and deceased claims with respect to mutual fund units shall be settled by him/her/them directly with concerned Asset Management Company / Mutual Fund House without any reference to Harmoney Finserv India.
9. The mode of operations will be single with nominee for all mutual fund investments Account by default unless and until otherwise agreed with the client.
10. That PAN is required to be quoted for all holders for all investment transactions and that such PAN number should be KRA verified enabling acceptance of transactions under such a PAN number. The Client authorises Harmoney Finserv India to fetch Client's KYC details and KYC status from the KYC Registration Agencies (KRAs). That any purchase whether fresh or additional including switch shall not be permitted by the AMCs if the KYC status of PAN is not updated as "KYC Registered – New KYC". That as per regulatory requirement, individual investors and joint holders are required to provide extended KYC and FATCA details. In absence of the same, transactions may get rejected by AMC/RTA.
11. To provide following consent/authorisation to MFs/AMCs/MF RTAs for the following
 1. For validating Clients' Aadhaar Number with UIDAI.
 2. For updating/linking Clients' Aadhaar number based on the PAN given in all folios maintained with all Mutual Funds/RTA/AMCs for KYC & other related due diligence purpose in line with PMLA requirements and Account enrichment purpose.
 3. The Client further authorizes MFs/AMCs/MF RTAs to download / share Clients' Aadhaar & associated demographic information (including any updated information) with other SEBI Registered Intermediaries like KRAs, Mutual Funds to facilitate single submission / update across all my accounts associated with such intermediaries based on PAN or other key information available with such intermediaries. Further declare that this consent will remain valid for updation in all existing/new folios(s) serviced by MFs/AMCs/MF RTAs That the first holder in the investment purchase transaction needs to be one of the holders in Bank account which is being debited to fund the transaction.
12. That the redemption / dividend proceeds shall be credited by AMC to Bank account linked as the primary/default bank account to the folio from where the redemption / dividend is being made unless different practice is followed by an AMC. In case of a joint holder in the folio, if Client is not one of the holders in the primary/default Bank account linked to such a folio, Client will not held

Harmoney Finserv India liable for the redemption / dividend proceeds being credited to the account of any other holder.

13. That Harmoney Finserv India may ask Clients to provide necessary information for it to profile the Clients to meet Client suitability requirements. Harmoney Finserv India may not offer an financial product or execute transaction with respect to an financial product for a Client if it believes that the transaction may not be suitable for the Client.
14. To keep Harmoney Finserv India informed of at all times, of any change /alteration in particulars furnished to Harmoney Finserv India and authorise Harmoney Finserv India to update any change /alteration in particulars that Harmoney Finserv India may be informed of by him/her/them and/or is brought to the notice of Harmoney Finserv India and hereby authorise Harmoney Finserv India to contact him/her/them on such changed/ altered particulars. Client shall be solely responsible to ensure that Harmoney Finserv India has been informed of the correct particulars for communication. Client agrees to indemnify Harmoney Finserv India against any fraud or any loss or damage suffered by Harmoney Finserv India due to Client providing any incorrect particulars and / or failure on Client's part to communicate the change/alteration in his/her particulars.
15. That all details provided to Harmoney Finserv India are true and correct and any instruction given to Harmoney Finserv India to transact business on Client's behalf shall be in due conformity with the applicable laws as may for the time being be in force. That any false / misleading information given or suppression of any material fact will render the Distribution Services , being provided to the Client liable for termination.
16. That any tax implications arising out of any transactions entered in to pursuant to these Terms & Conditions would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof. The Client further agree and declare that any and all tax liability will be Client's sole responsibility. The Client shall execute and deliver to Harmoney Finserv India, from time to time such other documents as may be specified by Harmoney Finserv India for compliance or updating of records if any.
17. That the Client would not hold Harmoney Finserv India or its affiliates liable for any loss arising on account of delays in putting forth the execution of instructions issued by him/her/them on account of material discrepancies in the instruction or for any other reason beyond the control of Harmoney Finserv India or its affiliates.
18. That any amount that will be invested by the Client will be derived through legitimate sources and will not be held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any governmental or statutory authority from time to time.
19. That all transaction requests are subject to the threshold limits as set by the AMC / financial product provider.
20. That any false / misleading information given by him/her/them or suppression of any material fact will render the Distribution Services being provided to him/her/them liable for termination.
21. That, save and except under conditions beyond the reasonable control of Harmoney Finserv India, all requests received by Harmoney Finserv India prior to the cut off time shall be processed on the best effort basis on the same day. Such 'cut off-time' shall be communicated by Harmoney Finserv India to the Client from time to time on its website. Distribution Services
22. If Mutual Fund investments are without nomination then such transactions may be liable to be rejected by the respective mutual fund houses.
23. That Harmoney Finserv India does NOT provide investment advisory services in any manner or form. Financial Products do not pertain to Harmoney Finserv India. Financial Products are distributed by Harmoney Finserv India on a non -discretionary and non- risk participation basis. The final investment decision shall at all times exclusively remain with the investor.

24. That Client shall be responsible to ensure that the transaction/ application form is complete and all details as required are duly filled in. Harmoney Finserv India is not liable for any consequence in case any of the particulars provided are false, incorrect or incomplete.
25. That Harmoney Finserv India shall have no liability if it does not or is unable to stop or prevent the implementation of an instruction, which is subsequently countermanded. Where Harmoney Finserv India considers the instructions to be inconsistent or contradictory it may seek clarification from the Client before acting on any instruction of him/her/them or act upon any such instruction as it deems fit. Harmoney Finserv India states that it has no liability or obligation to keep a record of the instructions to provide information to the Client or for verifying the Client's instructions.
26. That all instructions including instructions for modification shall be given only by the Client (any one of the holders) or authorised person/representative appointed by the client named in Harmoney Finserv India's records and shall be binding on the Client personally.
27. That Harmoney Finserv India may refuse to act on any instruction unless it is given in writing/ /phone over recorded line /facsimile/email/online or in any manner and form acceptable to Harmoney Finserv India and would be subject to Harmoney Finserv India's absolute right to verify such instructions. Client hereby authorizes Harmoney Finserv India to record all or any communication between Client and Harmoney Finserv India's officials / agents. Further Client agrees and understands that, Harmoney Finserv India shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client. The Client shall not hold Harmoney Finserv India liable on account of Harmoney Finserv India acting in good faith on any of Client's instructions or instructions purported to be given by the Client.
28. That the security and control procedures provided by Harmoney Finserv India are designed to verify the source of communication and not to detect errors in transmission or content including discrepancies between names and account numbers and that Harmoney Finserv India, or any intermediary, may either not execute an instruction or execute and by reference to PAN/account number only, even if the name on the account is also provided. Nothing contained herein shall require Harmoney Finserv India to violate any applicable laws, rules or procedures/instructions. Harmoney Finserv India shall have no further duty to verify the content of any instruction and communications, whether or not authorized, sent in its name and accepted by Harmoney Finserv India.
29. That once a valid transaction has been sent to product provider/AMC/NSE/ RTA, Harmoney Finserv India is not responsible in any manner for the execution of the transaction and that the RTA / AMC / product providers /NSEinvest/MFU are solely responsible for any act or omission in respect of the execution of transaction.
30. That transaction request shall be sent for processing by Harmoney Finserv India and is subject to rejection by the registrar or AMC or product provider.
31. That transactions once executed cannot be modified or cancelled.
32. That, with respect to third party financial products/services, Harmoney Finserv India is acting merely as a distributor / referrer of such third party financial products/services and any investment in such third party products/services shall constitute a contract between the investor and the third party. Harmoney Finserv India shall not be liable or responsible for any loss resulting from third party's products/services. The products, services and benefits referred to herein are subject to the terms and conditions governing them as specified by third party from time to time.
33. To take note of risks highlighted about the product in the offer document and due caution be exercised (including if necessary, obtaining of advice of tax/ legal/ accounting/ financial/ other professionals) prior to taking any decision, acting or omitting, to act on the basis of the information contained therein.

34. That Harmoney Finserv India shall not be liable for any failure to perform any of its obligations if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure

Event continues. "Force Majeure Event" includes any event due to any cause beyond the reasonable control of either Party including, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.

1. That the units of the scheme shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value (NAV) as determined by the product provider / Mutual Fund and consistent with the terms of the Scheme. However, Harmoney Finserv India shall not be liable for any loss that may arise to the Client as a result of the incorrect NAV applied on units allotted to the Client by the Mutual Fund.
2. That in case of redemption/ switch out transaction for all units in Mutual funds, all units held by such client in the folio in respect of that scheme will be redeemed/ switch out including any units held with some other distributor in the same folio. That in case of Redemptions, if the number of Units held by the Client as per the records maintained by AMC and/or the Authorized Registrar is less than the number of Units requested to be redeemed then, AMC is authorised to redeem the available Units and not reject the redemption request.
3. That after the first purchase transaction in any Mutual fund, the Client may not be permitted to transact till the Folio number is allotted, depending upon the processing time of the Mutual Fund's Registrar. Harmoney Finserv India does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
4. That any transaction request due on holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Fund's offer document.
5. That in case the investment is made in the name of a minor with a guardian, then the investments made in the above manner are for the sole benefit of the minor.
6. That the value of the Client's Investments may fluctuate. If Client redeems investments, he/she may receive more or less than he/she paid depending upon the market value of the investment at the time of redemption or upon NAV as may be determined by the product provider.
7. That Harmoney Finserv India shall be under no duty to assess the prudence or otherwise of any instructions given by the Client(s) or to give any advice in relation thereto and would be justified in acting on his/their instructions irrespective of their prudence or otherwise.
8. That the service is provided at sole discretion of Harmoney Finserv India and may be withdrawn with 30 days prior notice.
9. That information displayed on Harmoney Finserv India's website is based on data received from third party market data providers/AMC/AMFI/RTA & subject to change without notice
10. Harmoney Finserv India shall be indemnified against any improper/fraudulent fund transfer instruction purported to be received from the Client.
11. **Indemnity:** In consideration of Harmoney Finserv India providing access to services, the Client shall, at his own expense, indemnify and hold Harmoney Finserv India, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, indemnified against all losses and expenses on full indemnity basis which Harmoney Finserv India may incur, sustain, suffer or is likely to suffer in connection with Harmoney Finserv India's or Affiliates' execution of the Client's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing service through the platform, for any action taken or omitted to be taken by Harmoney Finserv India and /or the Affiliates, its officers,

employees or agents, on the instructions of the Client. The Client will pay Harmoney Finserv India and /or the Affiliates such amount as may be determined by Harmoney Finserv India and/or the Affiliates to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature. Further, the Client agrees, at its own expense, to indemnify, defend and hold harmless Harmoney Finserv India, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against Harmoney Finserv India, its directors and employees, representatives, agents, and Affiliates by a third party, to the extent that such claim, suit, action or other proceeding brought against Harmoney Finserv India, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with:

1. a violation of Terms contained herein by the Client;
2. any deletions, additions, insertions or alterations to, or any unauthorized use of / access to / service(s) , by the Client;
3. any misrepresentation or breach of representation or warranty made by the Client contained herein; or
4. any breach of any covenant or obligation to be performed by the Client hereunder.

12. That notwithstanding anything contrary contained anywhere, the Client shall not hold Harmoney Finserv India responsible and Harmoney Finserv India shall not be liable for any loss, claim or damages of whatsoever nature, if any instruction(s) of the Client is not carried out by Harmoney Finserv India for any reason whatsoever nature.

13. That Harmoney Finserv India shall not be liable for any loss or damage caused by reason of failures or delay of the mutual fund / any other financial product or service provider to deliver any units purchased even though payments have been made for the same, or failure or delay in making payment in respect of any units sold, though they may have been delivered and the Client shall hold Harmoney Finserv India harmless and free from any claim in respect thereof. Harmoney Finserv India shall also not be liable for any delay, failure or refusal of the mutual fund/any company/corporation or other body in registering or transferring units to Client's names or for any interest, dividend or other loss caused to him/her/them arising there-from.

14. That Harmoney Finserv India shall not, in absence of gross negligence on the part of Harmoney Finserv India, be liable to the Client for any act, omission or delay by the mutual fund/any other financial product or service provider or for any claims which the Client may suffer or incur as a result of or in course or discharge by Harmoney Finserv India of its duties. Without prejudice to the above, Harmoney Finserv India shall not be held liable for any loss or damage or failure to comply or delay in complying with its obligations under these Terms and Conditions which is caused directly or indirectly by any event or circumstances beyond Harmoney Finserv India's reasonable control. These include system failure, network errors, delay or loss of data due to the above and in circumstances of acts of God, floods, epidemics, quarantine, riot, civil commotion and/or war.

15. That Harmoney Finserv India shall not be held liable for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorized use or access of Client's information, and/or signatures. Harmoney Finserv India will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reasons of any defects or imperfections or mechanical or other failure with relation to computer, cable, telex, telephone or postal system. While Harmoney Finserv India will make every effort to have its computer systems available at all times, Harmoney Finserv India makes no guarantees with respect to the availability of such systems. Harmoney Finserv India will make every effort to resolve availability issues such as network problems, virus attacks etc. in an expeditious manner. Notwithstanding these, Harmoney Finserv India will as such not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reasons of lack of such availability.

16. That Harmoney Finserv India will be under no duty to verify compliance with any restrictions on Client's investment powers.

17. To provide any and all information that may be required by Harmoney Finserv India from time to time in compliance with existing legal norms and regulations, including but not limited to contact information, address and tax-related information and any information required under existing or future KYC norms and laws. The Client agrees that Harmoney Finserv India may take steps to verify the veracity of such information provided by the Client and the Client agrees to co-operate with Harmoney Finserv India in providing all information requested by Harmoney Finserv India. The Client acknowledges that failure to provide such information in a timely manner may result in his/her ineligibility to avail of some or all of the services of Harmoney Finserv India and that Harmoney Finserv India shall in no way be held liable for any financial loss resulting from such failure to provide information on Client's part. The Client agrees that such information is required with respect to all the holders in the transaction without which Harmoney Finserv India may not be able to accept and execute the investment transaction.
18. To pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim. The Client hereby agrees that under all circumstances, Harmoney Finserv India's total aggregate liability for claims relating to Harmoney Finserv India's obligations contemplated under these Terms, whether for breach or in tort (including but not limited to negligence) shall be limited to the transaction charges/fees or consideration, if any, paid by the Client within the previous one month for use of / access to / availing its service(s), excluding any amount paid towards transactions.
19. That Harmoney Finserv India may at its sole discretion vary the terms and conditions or withdraw any of the facilities provided herein from time to time.
20. That any notice or other correspondence addressed by Harmoney Finserv India to the Client may be addressed to the first holder at his/her address (residential/correspondence/email) or to such address as Harmoney Finserv India may be aware. If according to the Client there is any discrepancy in the particulars or details of any transaction or account of statement then the Client shall be obliged to intimate the same to Harmoney Finserv India in writing in 10 days of the first holder receiving notice thereof, failing which such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by the Client and he/she shall not be entitled to question the correctness or accuracy thereof.
21. That in the event of breach of any of the terms by the Client and/or any agent or representative, the Client shall be solely liable to pay damages and compensation including all direct and indirect damages, costs, charges and expenses that may be caused to or incurred or suffered by Harmoney Finserv India. While Harmoney Finserv India shall use reasonable precautions, these services are provided on "No warranty No risk basis". In case any of the above undertakings is found to be false, Harmoney Finserv India shall be at liberty to terminate this arrangement after giving 30 days' prior notice and the Client shall be held liable for all the costs and consequences arising thereof.
22. That all disputes and differences arising out of, under or in connection with these terms and conditions or anything done hereunder shall be within the exclusive jurisdiction only to the courts of Bangalore. These terms and conditions are subject to and shall be construed in accordance with the laws prevalent in India.
23. Investment/ Portfolio Statements: The Client agrees and acknowledges that it shall be the obligation of the product provider and not of Harmoney Finserv India, to regularly send communication like Account statements, fund updates etc. Harmoney Finserv India may provide a facility to its Client (only to first holder) for receiving statements on email / facility to download statements from his/her login on www.harmoneywealth.com. These statements may include but are not limited to transaction statement and holding statements. The Client by requesting Harmoney Finserv India to furnish such particulars and details and statements by e-mail declares and confirms that he is aware of the risks concerning the e-mail and shall not hold Harmoney Finserv India liable therefore. The Client undertakes to promptly inform Harmoney Finserv India in case any change to his email id or mailing address.

24. Systematic Investment Plan (SIP), Systematic Withdrawal Plan (SWP) & Systematic Transfer Plan (STP) Terms and Conditions: Client understands that the minimum monthly amount for each investment made under the SIP/STP/SWP is Rs.500 per fund/per transfer instruction or the minimum amount/units as stipulated by the relevant SIDs/KIMs. That in case of non-availability of cleared and collected funds/the specified mutual fund units as on the stipulated SIP execution date /STP date, the SIP/STP instruction for that month will not be carried out. If the SIP/STP/SWP execution date falls on a holiday, the same would be executed on the next business day. The Client hereby agrees to keep Harmoney Finserv India fully indemnified and held harmless at all times from and against all claims, expenses, losses, damages, costs (including reasonable attorney's fees), actions, suits proceedings or demands that Client may receive from or on behalf of the mutual fund house(s) in which the Client, is investing, for non-execution or delays in execution of above SIP/STP/SWP instructions either on account of non-availability of sufficient funds/ mutual fund units in his/her account or issues with respect to NACH mandate or delays in the mail/courier services or for any other reason whatsoever.

25. That Investments from Clients who are from certain countries (e.g. US resident Persons or are residents of Canada) which are not permitted to make investments in certain mutual funds/other Financial Products. Where the product provider does not accept transactions from such category of investors, Harmoney Finserv India shall not be liable for rejection of a transaction by mutual funds/product provider. The decision to accept or reject transaction is solely on the Mutual Fund/product provider.

26. The client will immediately notify Harmoney Finserv India if there is change in his resident status.

27. In the event of Client becoming a Resident of US, a resident of Canada, a Non Resident India or a person of Indian origin, the client hereby agrees that Harmoney Finserv India shall be entitled to do all acts and things it deems necessary, including but not limited to (i) blocking of Online Mutual Fund transactions (ii) closure of account, (iii) non-acceptance and/or rejection of any instructions provided by the Client to purchase any investment product, in order to ensure compliance with applicable local laws; applicable laws/rules and regulations of the Clients country of residence and/or any internal policies and any execution of such transactions will be governed by the same.

28. The Client(s) is aware that HARMONEY FINSERV INDIA records or may record conversations between the Client(s) and/ or their representative and HARMONEY FINSERV INDIA, over the telephone, and hereby specifically permits HARMONEY FINSERV INDIA to do so. Such recordings may be relied upon by HARMONEY FINSERV INDIA as and when required.

29. The Client is aware that HARMONEY FINSERV INDIA may impose cut off timings, for operational reasons, which may be earlier than or different to the cut off timings prescribed to HARMONEY FINSERV INDIA by third parties and the client agrees to abide by the cut off timings as HARMONEY FINSERV INDIA may prescribe, at its sole discretion, from time to time.

30. HARMONEY FINSERV INDIA shall not be responsible for the accuracy of the:

1. Information filled by the clients in the application form(s) for subscription / transacting in any investment product
2. KYC [Know Your Client] details submitted by clients

31. HARMONEY FINSERV INDIA has no ongoing obligation to advice/monitor the Client(s) investments held with HARMONEY FINSERV INDIA or otherwise. HARMONEY FINSERV INDIA may provide information on markets, research reports, markets trends, investment or portfolio reviews or commentary on the performance of financial product to the extent permitted by the relevant regulations to clients. This should not be viewed as investment recommendation or advise

32. The Client(s), if he is a joint account holder agrees that upon the death or disability of any one or more party, the remaining clients shall immediately provide notice of such event to HARMONEY FINSERV INDIA. All transactions thereafter affecting the concerned Client(s) account(s) must be at the joint direction and upon the joint signatures of the legal heirs of the affected party and the

remaining signatories. HARMONEY FINSERV INDIA shall not be liable for transfers, payments or other transactions that occur in the Account prior to receipt of such written notice. The Client(s) will indemnify Client(s) from any claim or losses arising from transactions in Securities held jointly by the Client(s) with any other person or persons.

33. The client will treat as confidential (both during and after the termination of the relationship) any information learned about Harmoney Finserv India, including without limitation, its investment strategy or holdings or its products or services in the course of their relationship. The client will not disclose the same to any third party without Harmoney Finserv India written consent. These obligations shall not apply to information which is or becomes known to the public or is received by the client from a third party entitled to disclose it, or is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of applicable Laws.
34. Specifically the Client agrees and confirms that Harmoney Finserv India may release the data and information to certain individuals or entities, including but not limited to the following:
 1. An Affiliate
 2. any agent, contractor or third-party service provider who offers services to Harmoney Finserv India and any Affiliate in connection with the operation of their businesses;
 3. any other person under a duty of confidentiality to Harmoney Finserv India, and any Affiliates;
 4. credit information bureaus or collection agencies;
 5. any person or entity to whom Harmoney Finserv India or Affiliate is under an obligation to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on Harmoney Finserv India or any Affiliate; and
 6. any actual or proposed assignee of Harmoney Finserv India or any Affiliate or transferee of any rights of Harmoney Finserv India , or any Affiliate.
35. In the event of any change in the constitution of ownership or management of Harmoney Finserv India, or in the event of amalgamation of Harmoney Finserv India with any other entity or takeover of Harmoney Finserv India by another entity or transfer of business by Harmoney Finserv India to another entity, the resulting entity or the entity taking over the business of Harmoney Finserv India shall honour the terms and conditions of this Agreement as appearing herein. Harmoney Finserv India has the right to assign all or any part of its rights or obligations in relation to the account(s) governed by these terms and conditions to any person or legal entity. Post such transfer or assignment the Client shall be deemed to be the Client of such transferee or assignee, as applicable, on the same terms and conditions.

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