

Terms and Conditions for Investors investing in Online Facility for Transactions in Scheme(s) of WhiteOak Capital Mutual Fund

- These terms and conditions ("Terms and Conditions") govern the Online Facility being offered to the User by WhiteOak Capital Asset Management Limited ("WOCAML") through its Website. The Terms and Conditions together with the Disclaimer, Privacy Policy, Offer Document, online registration form, online transaction form and any other documents, as specified by WOCAML from time to time, form a binding contract between the User, WOCAML / WhiteOak Capital Mutual Fund ("Fund").
- The User is requested to read the contents of these Terms and Conditions carefully before registering and/or undertaking use of the Online Facility. The User acknowledges that he/she has read and understood these Terms and Conditions before clicking the "I Accept" button. By clicking the "I Accept" button, the User unconditionally agrees and assents to be legally bound by the Terms and Conditions for availing the Online Facility. The User undertakes that he/she is eligible and competent to enter into such a binding contract with WOCAML / the Fund as per applicable Laws and has knowledge of the internet. The User agrees that he/she is according his/her free consent, without any coercion, to register for the Online Facility.
- The User understands that he/she has the option to register for transacting online using the Online Facility by accepting these Terms and Conditions and if these Terms and Conditions are not accepted then the User cannot avail the Online Facility. If the User does not click the "I Accept" button, he/she will not be able to access the Online Facility.
- The User is requested to note that WOCAML reserves the right to amend, modify, or discontinue the Online Facility by altering the Terms and Conditions and it is the User's responsibility to always review the Terms and Conditions prior to using the Online Facility, or carrying out any online transactions through the Online Facility. The revised, modified or amended Terms and Conditions will be posted on the Website and, by accessing and using the Online Facility after such revision, modification or amendment is posted, the User is deemed to have consented to such revised version of the Terms and Conditions. In case of any discrepancy between any terms and condition or any regulatory provision and SEBI (Mutual Funds) Regulation 1996/AMFI circulars the later shall prevail.
- The Online Facility is being provided by WOCAML / the Fund at its sole discretion in order to facilitate electronic transactions for the Users. However, WOCAML / the Fund is not bound or obliged in any way to offer or continue to provide the Online Facility to the Users. The User also acknowledges that an application for the Online Facility does not imply automatic acceptance by WOCAML. WOCAML / the Fund reserve the right to withdraw the Online Facility or one or more services/facilities offered through the Online Facility or online access to the Users, at any stage, without any notice or liability.

1. Definitions:

All capitalised terms used but not defined herein shall have the meaning ascribed to them under the Offer Documents, KIM, or such other documents which are referenced herein.

- 1.1 "AML Guidelines" shall mean and include the Securities and Exchange Board of India Master Circular on 'Anti Money Laundering and Combating Financing of Terrorism - Obligations of Intermediaries under the Prevention of Money Laundering Act, 2002 and

Rules Framed there-under' and such other rules, regulations and notifications issued from time to time by SEBI or any other Government authority;

1.2 "Disclaimer" shall mean the disclaimers published on the Website and which are currently available at <https://mf.whiteoakamc.com/WOC/regulatory-disclosures> (Select Category : Disclaimers)

1.3 "Electronic Instructions" shall mean any instructions given to WOCAML by the User through the Online Facility for conducting transactions online;

1.4 "IFA" shall mean the independent financial advisor empanelled with WOCAML;

1.5 "Laws" shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental authority having jurisdiction over the relevant matter as such which are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;

1.6 "Offer Documents" shall mean the Statement of Additional Information, Scheme Information Document, Key Information Memorandum and addenda issued from time to time collectively;

1.7 "Online Facility" shall mean the online platform provided by WOCAML to eligible Users for availing the list of facilities and services as explained hereinafter in Clause 3.1 of these Terms and Conditions.

1.8 "Privacy Policy" shall mean the privacy policy published on the Website, which is currently available at https://mf.whiteoakamc.com/WOC/docs/default-source/website-content/privacy-policy--amfi.pdf?sfvrsn=41296b9e_2

- "User" shall mean the persons referenced in Clause 2.1 of these Terms and Conditions;
- "Website" shall mean <https://mf.whiteoakamc.com/WOC/> or such other website as maybe notified by WOCAML from time to time.

2. Eligibility

2.1. The Online Facility is presently available only to the resident adult individuals (single holder); Hindu Undivided Family (HUF) through Karta, Minor through parent / legal guardian; Proprietorship in the name of the sole proprietor; Non-Resident Indians (NRIs) etc. as per the terms mentioned in the Scheme Information Document of the schemes of the Fund.

2.2. WOCAML may subsequently extend the Online Facility to other categories of Users or restrict existing categories of Users, at its discretion.

2.3. In order to access the Online Facility, the User is compulsorily required to have completed all prescribed KYC requirements with the KYC Registration Agency as per the SEBI KYC (Know Your Client) Registration Agency Regulations, 2011 and/or the SEBI Circular dated October 8, 2013 read along with SEBI Circular dated January 22, 2016, July 21, 2016, November 10, 2016, June 30, 2017, October 15, 2019 and November 05, 2019 or any other circular issued by Regulator from time to time.

2.4. The User agrees that WOCAML / the Fund may at its sole discretion restrict the Online Facility to only a particular set or class of Users or block a folio for further dealings. Neither WOCAML nor the Fund shall be held liable or responsible for not making the Online Facility available to any particular User or certain categories, classes or sets of Users.

2.5. Access to Platform shall not be available to US Persons (i. e., a U.S. person within the meaning of Regulations under the Securities Act of 1933 of U.S. or as defined by the U.S. Commodity Futures Trading Commission as amended from time to time) or to residents of Canada.

2.6. Non-Resident Indian (NRI)/ Overseas Citizen of India (OCI) Users may access the Platform provided: (i) the applicable local laws/regulations of their country of residence does not prohibit such access or does not impose any registration or other requirement on WOCAML AMC/WOC MF as a consequence of such access; or (ii) their country or territory is not a noncompliant country or territory declared under Financial Action Task Force (FATF).

2.7. If you choose to access the Platform from locations other than India, you shall do so at your own risk and you would be solely responsible for compliance with applicable local laws and regulations of such location/territory. We accept no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Platform can be accessed through internet by you in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and/or the use of the Platform

3. Online Facility and services

3.1. The services offered by WOCAML on the Website through the Online Facility are being offered, subject to the Disclaimers mentioned on the Website, as an additional convenience to the Users. These services are over and above the facilities that WOCAML provides through its official point of acceptance / investor service centres. WOCAML reserves the right to include or exclude any services from time to time or even discontinue the Online Facility, as it may deem fit in its absolute discretion. The Users agree and understand that the scope of services provided by WOCAML at any point of time would be as made available in the Online Facility at the time of access by the User. WOCAML may, at its sole discretion, also block certain type of transactions from the Online Facility, for one or more scheme(s).

3.2. The Online Facility is subject to WOCAML's right to accept or reject access to the Online Facility.

3.3. The User agrees that the Online Facility is in addition to and not in substitution of other facilities being provided by WOCAML/ the Fund. Currently, Users are not permitted to purchase Units in dematerialised form through the Online Facility. If a User wishes to subscribe to Units in dematerialised form, he/she shall be required to submit a physical form for purchase of Units. Please note that the 'demat' option remains available for all purchases concluded in physical form.

3.4. Please note that the Users are permitted to make only one application for each transaction, either in physical or electronic form. If the User applies for subscription of Units using online and physical application forms, then WOCAML shall treat them as two separate transaction requests and the applications shall be processed accordingly.

3.5. WOCAML may, in its absolute discretion and in the User's interest, request a fax/written confirmation signed by the User of any Electronic Instructions given by such User, as well as request for any additional information that WOCAML may require. In such case, WOCAML shall not be bound to act on any Electronic Instructions received until such fax/written confirmation and/or additional information is received, in a form and manner acceptable to WOCAML. However, WOCAML shall have no obligation to check or verify the authenticity or accuracy of the fax/written confirmations purporting to have been sent by the User and may act thereon as if the same had been duly given.

3.6. To the extent the Online Facility involve bank accounts, WOCAML has a tie up with select banks and branches which participate in Reserve Bank of India facilities like Electronic Clearing Service (Debit) / National Electronic Clearing Service / Regional Electronic Clearing Service. WOCAML would endeavour to keep expanding the list of these banks to allow more & more Users to benefit from the Online Facility but there is no commitment that WOCAML would be able to add more banks to its list. WOCAML has also enabled payments through UPI. Some banks may levy charges for online transactions and such charges have to be borne by the User and will in no event be borne by WOCAML /the Fund.

3.7. Any allotment of Units shall be subject to receipt and realization of payment, receipt of physical documents, fax or scanned copies or additional information, if so requested by WOCAML/ the Fund, within the timelines and in a manner as prescribed by WOCAML / the Fund. All details as may be requested by WOCAML from time to time for availing any of the Online Facility are mandatory. WOCAML shall not be bound to act on any Electronic Instructions received, until receipt of such documents, fax confirmation, copies and/or additional information requested is received by WOCAML, to its satisfaction. If these requirements are not fulfilled, WOCAML / the Fund reserves the right to reject the application and refund the amount, or in case Units have been allotted, freeze the folio or redeem the Units at applicable NAV without any liability or responsibility for any loss or damage suffered by the User.

4. Privacy, security and confidentiality of information

4.1. The terms of the Privacy Policy, as amended from time to time, are incorporated by reference in these Terms and Conditions. The User agrees to comply with the terms of the Privacy Policy along with these Terms and Conditions mentioned on the website.

4.2. The User agrees that the data provided by him/her pursuant to his/her online transactions and dealings with WOCAML may be shared by WOCAML with his/her authorised agents, representatives, affiliates, group companies and subsidiaries/service providers. WOCAML undertakes to not use or divulge the personal or sensitive personal data or information for any purpose other than for providing the services contemplated under the Online Facility or any other ancillary or incidental facilities hereto. The User further agrees that WOCAML may disclose in strict confidence his/her personal information as may be reasonably necessary for reasons including, but not limited to: (a) compliance with applicable Laws; (b) prevention, detection or investigation of fraud; and (c) statutory reporting.

4.3. In order to prevent unauthorized access, WOCAML may lock/block the User if it detects any suspicious activity. In such cases, WOCAML would initiate a contact with the User &

assist in resetting the account credentials so as to allow continuation of usage of Online Facility for the User. Further, to prevent unauthorized access to the User's account, WOCAML may ask additional information before granting the access to the User and/or for making online transactions.

4.4. Apart from the existing security measures, WOCAML shall be entitled to introduce such other security protocols, security practices and requirements from time to time which shall be binding on the User.

4.5. The User shall treat all data obtained from WOCAML including the folio numbers, transaction details, etc. as confidential and shall take adequate measures to ensure the security of such confidential information. WOCAML and/or the Fund shall not be responsible in case the confidential information is wrongfully accessed or used by a third party.

4.6. WOCAML agrees to take reasonable steps, on a best-efforts basis to ensure confidentiality, continuity and security for availing Online Facility through the Website without providing any guarantee or warranty regarding the same.

4.7. WOCAML shall by default be entitled to market any scheme related information or data to any User unless the User has specifically opted out of receiving such marketing material.

5. Other terms and conditions

5.1. The online services through the Online Facility are available to only those Users availing them through the Website. The Online Facility is not available to Users attempting to transact with WOCAML through any third-party websites, unless the Users using such third party websites specifically register on the Website of WOCAML.

5.2. The User shall not avail any online services through the Online Facility in a manner contrary to applicable Laws.

5.3. Pursuant to these Terms and Conditions, the User unconditionally authorizes WOCAML, its officers, affiliates and authorized representatives to effectuate all transaction requests through the Online Facility.

5.4. User confirms that before undertaking any transaction through the Online Facility, the User has read and understood all the Terms and Conditions in the Offer Documents of the respective schemes and he/she is eligible to make investments in the Units of the scheme. The User also confirms that he/she shall comply with these Terms and Conditions for KYC requirements, and he/she is in compliance with the provisions under the heading "Third Party Payment Avoidance & additional documents/declaration required" under the Offer Documents. The User confirms and undertakes that the payment for subscription or purchase of the Units have been made through legitimate sources only and from his/her own bank account(s).

5.5. The User consents to the transmission of data i.e. folio number, account statement etc. by electronic means by WOCAML or the RTA.

5.6. The Electronic Instructions shall be executed only when the instruction/transaction are made in accordance with the prescribed procedures set out in these Terms and Conditions, the online/offline application form, online/offline transaction form and the Offer

Documents. WOCAML or the RTA does not have any obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the User. Where WOCAML or the RTA considers the Electronic Instructions to be inconsistent or contradictory it may seek clarification from the User. The User is responsible for the correctness and accuracy of the information supplied to WOCAML using the electronic mode and WOCAML accepts no liability for consequences arising out of erroneous information supplied by the User.

5.7. WOCAML may keep its records of the Electronic Instructions/transactions in any form as permitted under applicable Laws. In this regard, all records, whether in electronic form, magnetic form, documents or any other form with respect to Electronic Instructions/online transactions shall be conclusive evidence of such instructions/transactions and shall be binding on the User (jointly and severally, in case the mode of holding is 'Anyone or Survivor'). The User shall not request/demand any evidence or proof for the transactions undertaken through the internet and the audit trail of the log-in would be conclusive proof to establish the bona fides of the transactions. In the event of any dispute, WOCAML/RTA's records shall be binding as conclusive evidence of the transactions carried out through the electronic mode.

5.8. By providing relevant personal details for availing services online through the Online Facility, the User is providing his/her consent to map the folios where the User is a first holder. However, the online mapping services will not cover Units which are held in dematerialized form.

5.9. An IFA registered with WOCAML shall be entitled to facilitate placing online transaction requests by User, being the first time investor in schemes of the Fund subject to the IFA filling in the prescribed information / details of the User and the User confirming such transaction requests and making the payments in accordance with these Terms and Conditions and the Offer Documents.

5.10. The Online Facility is subject to the User, being first time investor in WhiteOak Capital Mutual Fund, authorising WOCAML and its authorised representatives to open folio in name of the User on the basis of the information submitted online through the IFA and the details / documents of the User viz address, PAN, signatures, email id, telephone no., mobile no., constitution documents etc available in the records of KYC registration agency and update the said information in its records from time to time on the basis of updations, if any, in the records of KYC registration agency.

5.11. The Online facility is subject to the User, being existing unitholders of scheme of WhiteOak Capital Mutual Fund, authorising WOCAML and its authorised representatives to use the information available in the folio or folio(s) held in name of the User or on the basis of the information submitted online through the IFA and the details / documents of the User viz address, PAN, signatures, email id, telephone no., mobile no., constitution documents etc available in the records of KYC registration agency and update the said information in its records from time to time on the basis of updations, if any, in the records of KYC registration agency.

5.12. The User agrees to update change, if any, in the aforesaid information in the records of KYC registration agency and WOCAML on immediate basis.

5.13. The User acknowledges that WOCAML and its authorised representatives shall process transaction requests received in physical mode on the basis of signatures of User made available by KYC registration agency. The User acknowledges that there may be time lag in availability of the information with the KYC registration agency which may result in delay in processing of redemption or other transaction submitted by the User.

5.14. An IFA registered with WOCAML shall also be entitled to facilitate placing online transaction requests by the User subject to the User confirming such transaction requests and making the payments in accordance with these Terms and Conditions and the Offer Documents.

5.15. The User agrees that WOCAML does not have any method of verifying that the consent or confirmation for the transaction is provided by the User himself/herself and it is the responsibility of the IFA and the User to ensure that details regarding the transactions undertaken by him/her are kept confidential.

5.16. Applicable NAV for the transaction will be dependent upon the time of confirmation of the transaction as recorded on RTA/WOCAML's server, electronic time-stamping and other factors including any scheme, the terms of the Offer Documents, type of transaction, amount, cut-off time of realisation of Funds under the SEBI (Mutual Fund) Regulations, 1996 and such other regulations notified by relevant authorities from time to time and the terms of the Offer Documents. The time and date recorded for the submission by WOCAML shall be treated as the time and date for the submission of the online application. The User further understands and agrees that his/her application shall be processed at the applicable NAV subject to realization/utilization of clear funds and acceptance of transaction by WOCAML or the RTA in terms of the Offer Documents and that the electronic-time stamping by WOCAML on the 8 transaction request received through the Online Facility shall be deemed to be the timestamping in accordance with the SEBI (Mutual Fund) Regulations, 1996.

5.17. In accordance with the terms of the Offer Documents, the User agrees that any request for subscription to Units made on a non-Business Day will be processed on the next Business Day. Further, the User agrees that Units will be created based on the credit receipt in the relevant scheme's bank account and not based on the date of debit from the bank account of the User.

5.18. The User authorises WOCAML and its authorised representatives to use the information / details of the User captured from the records of KYC registration agency by WOCAML for opening of the investor folio for processing any transaction submitted by User physically or any other mode.

5.19. The User understands that in making payment for subscribing to Units through a payment gateway, WOCAML and/or the Fund shall not be liable for any failures in the link or for any fraud at the payment gateway's end or the bank's end at the time of making such payment. The User agrees that it is her/his responsibility to intimate WOCAML and/or the Fund immediately in case his/her bank account is debited but the corresponding Units are not allotted.

5.20. The User agrees that if he/she notices any error in the account information or statement provided by WOCAML, the User shall advise WOCAML of the same as soon as possible. WOCAML shall endeavor to correct the error. The User understands that all

outputs of statements are duplicate statements of account and shall be prepared by electronic means and the information contained therein shall be extracted from a computerized back up system maintained by WOCAML. While WOCAML shall take all reasonable efforts to ensure the accuracy of the account statement, it shall in no event be liable for any error. The User agrees that he/she shall hold WOCAML harmless against any loss, damages etc. that may be incurred or suffered by the User, if the information contained in the above said outputs turns out to be inaccurate or incorrect.

5.21. The User shall ensure availability of clear funds in his/her respective bank account, at the time of requesting a purchase of Units using the Online Facility and at the time of debit of funds from the bank account of the User.

5.22. The Online Facility is essentially an online platform powered by the internet. WOCAML is entitled to vary, modify or upgrade its software, operating systems and hardware from time to time and it shall be the obligation of the User to use or upgrade any hardware, software and operating system, as may be required for accessing the Website and/or the Online Facility. Based on the software and hardware used by the User, the nature of the Website and outputs may differ considerably and in certain circumstances, the Website and/or the Online Facility, may be inaccessible to certain Users on account of technical issues.

5.23. The User understands and agrees that there will be no obligation on WOCAML to support all versions of any software. The User agrees that he/she shall be responsible for upgrading his/her software, hardware and the operating system at his/her cost from time to time so as to be compatible with that of WOCAML. As mentioned in Clause 5.22 above, WOCAML shall be at liberty to change, vary or upgrade its software, hardware or operating systems etc. from time to time and shall be under no obligation to support the software, hardware and operating systems.

5.24. WOCAML shall, on a best efforts basis, attempt to keep the Website updated to ensure that the User has access to updated information.

5.25. WOCAML is at liberty to sub-contract and employ agents to carry out its obligations under these Terms and Conditions.

5.26. The User agrees that WOCAML is currently permitting the online transactions without any charge but WOCAML, subject to applicable Laws, reserves the right to levy any fee or charge as it may deem fit at time in the future without requiring the prior consent of the User. The Fund however is entitled to charge the exit load or any other fees in accordance with the provisions of the Offer Documents.

5.27. WOCAML may offer the Online Facility only to such Users who have complied with the formalities as specified by WOCAML. The User agrees that in order to be eligible for the Online Facility, WOCAML would need to be a current user of the internet and / or have access to the internet and have working knowledge of the internet.

5.28. The User acknowledges that he/she is using the Online Facility at his/her sole risk. The risks relating to the use of the Website include amongst others, internet frauds and technology risks. The risks relating to the use of internet and the Online Facility inter alia include the following: (a) Internet frauds: The internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect the Electronic Instructions to

WOCAML. Whilst WOCAML shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect the Electronic Instructions to WOCAML; and (b) Technology risks: The technology for enabling the Online Facility provided by WOCAML could be affected by virus or other malicious, destructive or corrupting code, programme or macro or any other reasons not attributable to WOCAML. It may also be possible that the site of WOCAML may require maintenance and during such times it may not be possible to process the request of the investor/User. This could result in delays in the processing of instructions or failure in processing of instructions and other such failures and inability. The User understands that WOCAML disclaims all or any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability of WOCAML to honor any instruction for whatsoever reason. The User accepts that WOCAML shall not be responsible for any of the aforesaid risks. WOCAML also accepts that WOCAML shall disclaim all liability in respect of the said risks.

5.29. The User agrees and acknowledges that delay, forbearance or failure on WOCAML's part to act or exercise any right, entitlement under these Terms and Conditions shall neither operate as a waiver of such right, entitlement nor shall any single or partial exercise of such right or entitlement, preclude further exercise of such right or entitlement.

5.30. The User agrees that he/she shall not use or permit the Online Facility or any related service for any illegal or improper purposes.

5.31. Nothing specified in these Terms and Conditions shall be considered as solicitation to buy or an offer to sell or recommendation for a security or any other product or service, to any person in any jurisdiction where such solicitation, offer, recommendation, purchase or sale would be unlawful under the Laws of that jurisdiction.

6. Disclaimers, limitation of liability and warranties

6.1. The Disclaimers and warranties, including any amendments or modifications thereto, made from time to time, as currently available at <https://mf.whiteoakamc.com/WOC/regulatory-disclosures> (Select Category : Disclaimers) are incorporated by reference in these Terms and Conditions. The User availing the Online Facility agrees to comply with the Disclaimers and warranties as available at the Website.

6.2. While WOCAML and the Fund have taken reasonable steps to ensure the accuracy, security and confidentiality of data and information made available in electronic mode, WOCAML or the Fund shall not be held responsible for any consequence of any action carried out by the User or any unauthorized person as a result of breach of these Terms and Conditions and the Privacy Policy.

6.3. The information provided to the User through the electronic mode shall be updated at regular intervals but not continuously. Consequently, any information supplied to the User through electronic mode will pertain to the date and time when it was last updated and not as of the date and time when it is supplied to the User. WOCAML/RTA shall not be liable for any loss that the User may suffer by relying on or acting on such information.

6.4. WOCAML does not provide any express or implied warranty in relation to the following:
(a) that the Online Facility and the access to the Website will be continuous, defect free, uninterrupted or free from errors or that any identified defect will be corrected

instantaneously; (b) that the information on the Website will be updated continuously, or on a real time basis; (c) that the software, operating system and/or hardware installed by WOCAML for running the Online Facility are free from any virus or other malicious, destructive or corrupting code, program; 11 (d) that the services and Online Facility will be of a satisfactory quality or fitness at all times for the User; or (e) non-infringement of any third party rights.

- 6.5. The User warrants that the information furnished to WOCAML including data in the online application form, transaction form and all other documents submitted by him/her are true and correct. The User acknowledges that that the responsibility for the accuracy and veracity of information provided in the online application form solely rests with the User and WOCAML will not be responsible or liable for any loss, claims, liability that may arise on account of any incorrect and/or erroneous data/information supplied by the User in the online application form.
- 6.6. WOCAML, the Fund or Trustees to the Fund shall not be liable for any direct or indirect loss or damage or other consequences, suffered or incurred by the User or any third parties on account of: (a) disruption or non-availability of the Online Facility and/or one or more facilities/services through the Online Facility in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, periodic maintenance of servers, technical fault/error or virus, any failure of the service provider, failure in telecommunication network or any software or hardware systems, loss or corruption of data, mobile device failure or malfunctioning or any other reason beyond the control of WOCAML; (b) shortcomings or deficiencies in the software, operating system or hardware installed or used by the User to access the Website or avail the Online Facility; (c) incorrect, incomplete, erroneous, false or misleading information furnished by the User for availing the Online Facility; (d) any online transaction carried out in good faith by WOCAML based on Electronic Instructions of the User; (e) any unauthorized usage/unauthorized online transactions concluded by using the Online Facility; (f) any error, defect, failure or interruption in the provision of the Online Facility; (g) any negligence/mistake or misconduct by the User and/or for any breach or non compliance by the User of the provisions of the Offer Documents or any other instructions provided by WOCAML; (h) not carrying out any such Electronic Instructions where the WOCAML/RTA has reason to believe (which decision of WOCAML/RTA, the User shall not question or dispute) that the 12 Electronic Instructions given are not genuine or are otherwise improper, vague or raise a doubt; (i) carrying out a transaction after such reasonable verification as WOCAML/RTA may deem fit regarding the identity of the User; and (j) non-compliance with the Terms and Conditions.
- 6.7. The User agrees that WOCAML shall not be liable for any loss caused through a fall or decline in value of investments (including, without limitation, on account of delays during the process of verifying the User's identity in compliance with anti-money laundering regulations).
- 6.8. Where WOCAML / the Fund determines, discovers or finds, that the KYC requirements are incomplete, any other information furnished by the User is false, incomplete, misleading, incorrect, ambiguous, invalid, incomplete or erroneous, WOCAML/the Fund reserves the right to, at its sole discretion, reject the application, allotment of Units and refund the amount or in case Units have been allotted, freeze the folio or redeem the Units at applicable NAV without any liability or responsibility for any loss or damages suffered by the User. The User agrees that the decision of WOCAML in such a situation shall be final and binding on the User.

6.9. The User agrees that WOCAML is also not liable for any indirect, special or consequential loss that the User might suffer (including direct or indirect loss of profit).

7. Liability

7.1. The User agrees that he/she shall be liable for the losses/consequences, arising from any unauthorized transactions through the Website, breach of conditions herein or by negligent actions such as the following: (a) keeping a written or electronic record of the password; (b) disclosing or failing to take all reasonable steps to prevent disclosure of the password to anyone and/or failing to advise WOCAML of such disclosure within reasonable time; (c) not advising WOCAML within a reasonable time about unauthorized access to or erroneous transactions in his account.

7.2. WOCAML shall under no circumstance be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss or any character or nature whatsoever and whether sustained by the User or for any reason whatsoever.

8. Indemnity

WOCAML / RTA shall not take any liability or responsibility arising out of the unauthorised usage of the User ID or password or unauthorised transactions conducted by using the Online Facility. All Online Transactions conducted using the User ID and password shall be the sole responsibility of the User. The User shall indemnify WOCAML / RTA for all liabilities, losses, damages and expenses which they may sustain or incur directly or indirectly as a result of:

- (a) providing the Online Facility, as available over internet, that would enable the User to give Electronic Instructions to WOCAML or by reasons of WOCAML, in good faith, taking or refusing to take any action on the Electronic Instructions received from the User;
- (b) fraud or dishonesty relating to any transaction using the User ID and password;
- (c) non-compliance with the Terms and Conditions set out herein;
- (d) incorrect or erroneous information provided by the User whilst filling up the online application /transaction form;
- (e) negligence or mistake or misconduct of the User;
- (f) any information given out by the software system being inaccurate/incorrect;
- (g) any online transaction that is carried out on the basis of Electronic Instructions given by unauthorised persons by gaining access to the User ID and password;
- (h) any loss or damage incurred or suffered by the User due to any error, defect, failure or interruption in the provision of the Online Facility arising from or caused by any reason whatsoever including but not limited to computer systems of the User, any virus or malware or bugs in the computer systems of the User; and
- (i) actions for which the User is liable as set out in Clause 7.1.

9. Notice

9.1. Any notice, communication or documents required to be given by either party to the other under the terms of these Terms and Conditions, may be given by personal delivery, registered post, telex or by fax, or by other electronic medium , at the following addresses.

(a) WOCAML:

Address : WhiteOak Capital Asset Management Limited, 602B, 6th Floor, Indiabulls Finance Centre (IFC) 1&2, Senapati Bapat Marg, Elphinstone Road (West), Mumbai 400 013 Attention : Ms. Vasudha Shah Telephone : 1800-3000-3060

(b) User

At the contact details provided by the User and as recorded by/available with WOCAML through the Online Facility.

10. Termination

10.1. Termination by WOCAML

(a) WOCAML may disallow usage of the Online Facility, without liability, without prior notice on occurrence of any of the following events (i) non-compliance of the Terms and Conditions stated herein; (ii) death, insolvency, bankruptcy or liquidation of the User; (iii) any other cause arising out of the operation of law; or (iv) or such other reason as WOCAML deems fit and proper.

(b) WOCAML may, at its sole discretion, at any time suspend the User's right to deal with WOCAML through the Online Facility for such reason and for such time period as it may deem fit.

(c) WOCAML has the right to terminate this agreement with the User at any point of time by giving notice in writing or by communicating the same over email, to the User. In the event of termination for any reason whatsoever, WOCAML / the Fund shall be entitled to recover all outstanding charges and dues from the User, if any.

11. Property rights

11.1. All intellectual property rights in relation to any information, material, and document created, conceptualized or circulated by WOCAML vests with WOCAML. In this regard, please refer to Disclaimers page, currently available at <https://mf.whiteoakamc.com/WOC/regulatory-disclosures> (Select Category : Disclaimers) or as may be amended from time to time.

11.2. The User acknowledges that the software and the underlying Online Facility as well as other internet related software(s) which are required for accessing the Online Facility are the legal property of WOCAML and the respective vendors. The permission given by WOCAML to access the Website or the Online Facility does not convey any proprietary or ownership rights in the above software. The User agrees that he/she shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software relating to the underlying Online Facility or create any derivative product based on the software. The User

further agrees not to use the name, logo or mark of the Fund or WOCAML (or any logo or mark similar thereto), and any related patent, trademarks and service marks applications, design rights, copyrights, and all or any similar or equivalent rights arising or subsisting in any country in the world.

12. Non-transferability

The grant of the Online Facility to the User is not transferrable or assignable under any circumstances and the User warrants that the Online Facility shall be only availed by him/her. The User agrees to not assign or delegate any right, interest, obligation arising out of or in relation to the use of Online Facility.

13. Governing law and dispute resolution

13.1 In case of a dispute arising out of these Terms and Conditions, the matter shall be settled by arbitration at Mumbai, India as per the provisions under the Arbitration and Conciliation Act, 1996. Arbitrator appointed by WOCAML or any other person nominated by WOCAML shall be the sole arbitrator and the language of arbitration shall be English. The User agrees that the decision / award of the sole arbitrator shall be final and binding.

13.2 These terms and conditions are governed by the Laws of India. WOCAML accepts no liability whatsoever, direct or indirect for non-compliance with laws of any foreign country other than the Laws of India.

14. Miscellaneous

A. Refund Policy for Transactions done through State Bank of India

- If the Customer leaves the WhiteOak Capital MF before they complete their service period, there shall be no entitlement to a refund of paid service fees.
- Refunds, if applicable, at the discretion of the Management, will only be made to the Account linked to the Payment mode used for the original transaction. For the avoidance of doubt nothing in this Policy shall require the WhiteOak Capital MF to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

The Clause headings in these Terms and Conditions are only for the sake of convenience and do not effect the meaning of the relative Clause.

15. Confirmation

The User confirms that he/she has read these Terms and Conditions, along with the amendments, if any, and hereby agrees to abide and consent to the same. The User confirms and agrees that he/she shall at all times be bound by the Terms and Conditions and any modifications as notified on the Website. WOCAML shall not be required to give the User any notice or intimation regarding such changes or amendments to the Terms and Conditions.

16. Compliance with applicable Laws

Words and expressions not defined herein but defined in the Offer Documents the relevant scheme shall have the same meanings respectively assigned to them in such Offer Documents. These Terms and Conditions are subject to applicable Laws including but not limited to Securities and Exchange Board of India (Mutual Funds), Regulations, 1996 and circulars, guidelines / notification issued there under as amended from time to time and other laws, rules and regulations issued by the Government of India.

Terms & Conditions & Declarations for transaction in Scheme(s) of WhiteOak Capital Mutual Fund

- The number of units allotted or redeemed will be calculated based on the Applicable NAV and cut-off time as per terms of respective Scheme Information Document
- For online transactions, server time at the instance of confirmation of the transaction will be considered as the final time to determine transaction time
- Users may note that there may be a time lag between the time a transaction is completed and before it appears on your Statement of Account/account information.
- Please note that, due to payment gateway tie-ups, the funds may be available to WhiteOak Capital Mutual Fund after a time lag and therefore all realization based allotment of units shall be done on receipt of the funds. The ARN holder, (where selected for the transaction) has disclosed to me/us all the commissions (in the form of trail commission or any other mode), payable to him for the different competing Schemes of various Mutual Funds from amongst which the Scheme is being recommended to me/us.
- I / We have read and understood the contents of the Scheme Information Document and Statement of Additional Information, Key Information Memorandum, Addendum, Instructions and agree to abide by the terms and conditions, rules and regulations of the Scheme and online facility.
- I / We agree that if I/we do not register SIP at my/our bank site within five calendar days using the URN provided by this site or register incorrectly, the Fund has the right to cancel the SIP registration without any notice to me/us. I/we will not hold WhiteOak Capital Mutual Fund or the AMC, its registrars and other service providers responsible if the registration and subsequent transaction are delayed or not effected or the User's bank account is debited in advance or after the specific SIP date due to local holidays or any other reason.
- I / We have neither received nor been induced by any rebate or gifts, directly or indirectly in making this investment.
- I / We declare that the amount invested in the Scheme is through legitimate sources only and is not designed for the purpose of contravention or evasion of any Act, Regulation, Rule, Notification, Directions or any other applicable laws enacted by the Government of India or any Statutory Authority.
- I / We confirm that the transaction is in compliance of provisions of the Offer Document of the Scheme and the applicable regulations governing 'Third Party payment avoidance'. I / We confirm that the first holder of the mutual fund folio is first holder of the bank account 17 or one of the joint holders of the bank account from which payment for the subscription application is being made.
- I / We declare that I / We are existing investor in the Mutual Fund industry and authorise deduction of applicable Transaction Charges from the subscription application for payment to distributor.
- If a distributor's ARN code is selected and distributor's employee unique identity number (EUIN) is left blank then the following declaration will be considered from investor: "I/We hereby confirm that the EUIN has not been provided as this is an 'execution-only' transaction without any interaction or advice by the employee/relationship manager/sales person of the above distributor or notwithstanding the advice of in-appropriateness, if any, provided by the employee/relationship manager/sales person of the distributor. The distributor has not charged any advisory fees on this transaction".
- The above-mentioned terms and condition are applicable to the investor as per applicable laws Mutual fund investments are subject to market risks, read all scheme related documents carefully.