

# Terms & Conditions

## 1. Introduction

### 1.1. These Terms

- explain our obligations to you and your obligations to us;
- apply to the investment services we provide to you in India; and
- include the broad terms applicable to telephone, mobile and internet banking if these services are applicable and if you have registered for these services by accepting the additional terms and conditions in respect of such services.

### 1.2. Your relationship with us is set out in:

- these Terms; and
- the additional conditions.

### 1.3. The additional conditions include user guidance and other terms which are specific to a particular investment service or investment. We will tell you what these additional conditions are from time to time (including when you apply for a new investment service). They are set out in material we publish which you can ask for at any time. We may also publish them on our Barclays India website.

### 1.4. If the additional conditions are inconsistent with these Terms, the additional conditions will apply.

### 1.5. In these Terms "you" and "your" mean any applicant for investment services with us and include (where appropriate) all partners of a partnership holding any account, trustees of a trust holding any account, joint account holders and any person you authorise to give instructions on your accounts. "We", "us" and "our" means the Mumbai branch of Barclays Bank PLC or any other branch of Barclays Bank PLC in India from time to time and "Barclays Group" means us, our parent company, our subsidiary company and any companies we or our parent company totally or partly own at any time.

### 1.6. In the event that you have registered yourself for our internet banking services, you will have to comply with our internet banking procedures as contained in the user guidance we give you in any form including electronic help texts.

## 2. Definitions

The following words and expressions, when used in these Terms, have the meaning set out opposite them:

#### Investment

Any investment, including but not limited to securities units in funds or other products which may be referred to you by us, and shall also include all types of insurance products,

#### Investment Account

Your account(s) with the third party provider(s) of investment products,

#### Terms

these terms and conditions (as may be amended from time to time),

#### Units

Units, or shares of any class, in a fund including any fractions or decimals of units or shares,

## 3. Our Role and Responsibilities

3.1. We will act as instructed by you from time to time in accordance with these terms to purchase, hold, subscribe to, transfer, switch and redeem Investments in your name and on your behalf. We may also provide services to you in respect of Investments purchased in accordance with these Terms, such as sending your account statements/updates etc. to you in the event that they are sent to us by the Investment provider.

3.2. We do not review your portfolio and we do not give advice about your Investments or the allocation/distribution of your funds for making Investments. At your request however, we may guide/advise you in the course of the provision of Investment related services as may be permitted. However, you expressly agree and acknowledge that even if at your request we render any discretionary advice in the course of the provision of Investment related services, and notwithstanding any information contained in our brochures or other material or otherwise communicated by us to you, all decisions to purchase or sell any Investment made by you shall be solely on the basis of your own personal judgement arrived at after due consideration of all aspects relating to the Investment, for which you alone are responsible. Any advice or guidance given by us at your request only reflects our views and we accept no liability whatsoever in this regard.

3.3. You understand and agree that we do not in any manner:

- Guarantee payment on any Investment;
- Guarantee the liquidity of any Investment;
- Make any offer to buy back any Investment;
- Guarantee the redemption or repayment of any Investment on maturity;
- Guarantee the payment of interest or dividend; or
- Promise, indicate or guarantee any returns.

3.4. You understand that any Investment made is not a deposit with Barclays Bank PLC. The same is not endorsed or guaranteed and does not constitute obligations of Barclays Bank PLC or any member of the Barclays Group. You acknowledge and agree that the Investments are third party products and your recourse in relation to these products is against the Investment provider. Our role is as described in these Terms only.

3.5. The Investments purchased are subject to investment risks, including the possible loss of the principal amount invested. The value paid on an Investment, depends upon the market value of the securities in the fund or trust at the time of redemption. Past results are not a guarantee to future performance. Yield or performance fluctuates and does not reflect past results. Yield or a fund's past performance should not be considered as an indication or guarantee of future yield or results.

3.6. Any tax implication arising out of any transaction made in relation to an Investment would be per the provisions of the applicable laws of India.

#### 4. Contacting each other

4.1. We may send or forward to you communications received from a third party Investment provider for its customers (e.g. fund updates, notices etc).

4.2. We may contact you by post, telephone/mobile (including text message), facsimile and computer (which in these Terms include the internet, digital television and any form of electronic message made by any type of electronic device) using the latest address, telephone / mobile number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. By law we are required to continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change to your details, the security of your information and your ability to comply with your obligations could be put at risk. We may also publish notices of general nature on our website or on our notice board or in any other mode as may be decided by us. Such communication and notices will have the same effect as notices served on you.

4.3. We will normally contact only the joint applicant named first in our records subject to any legal requirements or unless you request otherwise. The first named applicant is responsible for passing information we send to the other applicant.

4.4. You can contact us by post using the appropriate address, or by other relevant contact details that we give you. If you are registered for internet and/or telephone / mobile banking, you can contact us by computer or telephone / mobile as the case may be by following procedures set out in the relevant user guidance material. If you send us an email or text message, you can not assume that we have received it until we return the message acknowledging receipt.

4.5. We may record or monitor telephone / mobile calls and monitor electronic communications (including emails and text messages) between you and us so that we can check instructions and make sure that we are meeting our service standards.

#### 5. Giving us instructions

5.1. Save as otherwise provided in these Terms, your instructions must be in writing. You may, however, give us instructions by facsimile if you have provided us with an acceptable facsimile indemnity. You may also give us instructions by computer or telephone / mobile if you are registered for internet, telephone or mobile banking as the case may be, following procedures and upon the terms set out in the relevant user guidance material. We cannot change or stop an instruction you give by computer or telephone / mobile (except in limited circumstances set out in the user guide) because we start processing instructions when we receive them. Instructions given by telephone / mobile may only be cancelled if they have not been acted upon. If we are able to cancel an instruction, we may make a charge.

5.2. We can act on instructions given:

- i) on an original document bearing your original signature(s); or
- ii) on receipt of a facsimile bearing your signature(s), providing we have received an acceptable facsimile indemnity form; or
- iii) by telephone / mobile or computer as long as we have followed the security procedures that we are obligated to follow, whether or not the instruction was given by you, provided you are registered for the applicable services; or
- iv) verbally, as long as we have been able to identify you without following the security procedures.

5.3. However, if you give us an instruction verbally, by telephone / mobile, by facsimile or computer, we are not bound / obliged to act upon such instructions. Without prejudice, we can ask for confirmation of your identity before we act on upon such instructions.

5.4. Further, you agree to hold us harmless against any responsibility, losses etc. resulting from us acting upon instructions that are not in writing i.e. under condition 5.2 (ii), (iii) and (iv) above.

5.5. We can refuse to act on any instruction if:

- we have a good reason for thinking that you did not give us the instruction; or
- the instruction is not clear; or
- we believe that by carrying out the instruction we might break a law, regulation, code or other duty - which applies to us; or
- we reasonably believe that carrying out the instruction may damage our reputation.

5.6. If your account with an Investment provider is operable only jointly, all instructions for purchases, switches and redemption should be given by the account holders jointly.

5.7. Before we can initiate acceptance of instructions from you by telephone, mobile or by computer, you will have to agree to the additional conditions for the specific services including the security procedures. By 'security procedures' we mean the use of a password, security key(s), card personal identifier(s), codes, Personal Identification Numbers (PINs) or encryption device(s) which may be changed by agreement in the future.

5.8. You must do all that is reasonably possible at all times to make sure that the security procedures are kept secret and any security-related device is kept physically secure. This includes making sure that the security details are not kept in any form (including by browser or other software) in such a way that anyone can go through the security procedures using stored details.

5.9. You must tell us as soon as possible if some unauthorised person may know any security procedures or may have or has had access to any security-related device used to access any service. Until you tell us you will be responsible for all instructions that we receive and act upon, even if the instructions were not given by you.

5.10. You will provide all the information you have about the misuse of security procedures and security-related devices in response to any reasonable request we make, and we may pass it to the cyber crime division of the police or other government authorities if we think that will be useful to do so.

#### 6. Our liability to you and your liability to us

6.1. Subject to the other provisions of this condition 6, we will be liable to you for any direct loss, injury or damage resulting from any deliberate failure, delay or error in carrying out your instructions (however caused) but our liability will be limited to the amount of such loss, injury or damage.

6.2. We will not be liable to you if:

- we do not act on your instructions for any reason under conditions;
- the instructions you give us are not correct; or
- we cannot carry out our responsibilities under these Terms as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, failure of payment systems network, any force majeure situation and industrial disputes.

6.3. We will not be liable to you in any circumstances for:

- loss of business, loss of goodwill, loss of profit, loss of opportunity (including, amongst other things, where the value of any Investment effected by us pursuant to these Terms could have increased or where there is a decline in the value of such Investment);
- any type of special, consequential or indirect loss whatsoever;
- any error of fact given or judgment made or any action lawfully taken by us pursuant to these Terms unless such error or action is the direct result of our wilful default, fraud, gross negligence or breach of these Terms or of any of our employees, directors, agents or assignees;
- loss or damage caused by reason of failure or delay by an Investment provider to deliver any Investment purchased even though payment may have been made for the same or for failure or delay in making payment in respect of any Investment sold though they may have been delivered;
- any delay, failure or refusal of the Investment provider or any company, corporation or other body involved in registering or transferring Investments into your name or for any interest, dividend or other loss caused to you arising therefrom; or
- any other act, omission or delay by an Investment provider.

6.4. If you wish to make a claim against us under these Terms you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you.

6.5. You hereby indemnify us and will reimburse us for any costs incurred, loss, damage or liability we or our officers, employees or agents suffer

as a result of any breach by you of these Terms or in us acting upon your instructions, including any such costs, damage or liability resulting from the impact of any local laws or regulations on payments made in accordance with your instructions. Where there are joint applicants, this indemnity is given jointly and severally.

6.6. You will carefully control all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to, your Investment account with the Investment provider and our services.

6.7. In case of more than one applicant for services to be provided by us to you under these Terms, all the liabilities and obligations of the applicants to us shall be joint and several.

7. Authorisations and Service Provision

7.1. We may sub-contract part of the services provided to you to other members of the Barclays Group or third parties who are not members of the Barclays Group but we will remain responsible for the service provided to you by those sub-contractors.

7.2. We shall, without any obligation in that behalf on the part of the Bank, have, for the purpose of providing services to you, the authority to do the following directly or through an agent or representative:

- To receive the account statement pertaining to an Investment and to acknowledge receipt of the same.
- To collect from you and deposit cheques made out in favour of the Investment provider for purchase of an Investment.
- To collect from the Investment provider and send to you, cheques in favour of you on redemption of the Investment.
- To do or omit to do all such acts and things as we may in our sole discretion consider to be necessary or desirable in order to perform our duties or exercise our powers as set out in these Terms or with a view to complying with any laws, orders, rules, regulations or directions of any government or regulatory or other authorities.

8. Using information about you

8.1. We may put the information obtained by us or given by you in your dealings with us on the Barclays Group information systems, except to the extent prohibited by applicable (i) law or regulation, or (ii) rules or codes of practice. Where permitted, this will be used by us and other companies in the Barclays Group to provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis) and so that we can develop and improve our services to you and other customers and protect our interests. You may tell us if you do not wish your information to be put to such use.

8.2. We and other members of the Barclays Group may inform you about products and services (including those of others outside the Barclays Group) which may be of interest to you, including in person, by post, email, SMS and telephone / mobile, except where prohibited by applicable (i) law or regulation; or (ii) rules or codes of practice.

8.3. We may give information about you and how you manage your account to:

- Credit reference agencies, the Credit Information Bureau (India) Limited, the Reserve Bank of India or other organisations which may use and give out information for credit and assessment and to prevent fraud.
- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
- Anyone we transfer, or may transfer, our rights and duties to under this agreement.
- We may also give out information about you if we have a duty to do so or if the law allows us to do so.

8.4. If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in India and to use your information only for the purpose of providing the service to us.

9. Dispute Resolution/Complaints

9.1. If you have a complaint, you should first contact your Relationship Manager. A copy of our complaints handling procedure is available on request and on our website.