

Arpico Ataraxia Online Service - Terms & Conditions

We hereby formulate the Terms and Conditions of Arpico Ataraxia online service (hereinafter referred to as “**Online Service**”) in order to provide you with a better Services, prevent risks inherent in the Online Service, and specify the rights and obligations of the parties. Please read the Terms carefully before you use any of our Online Services. If you have any questions, please feel free to contact us.

Terms and Conditions of Online Services

I. Scope of Application

1. Terms and Conditions of online service (as may be varied and amended from time to time, hereinafter referred to as these “**Terms**”) shall apply to the Online Services provided by Arpico Ataraxia Assets Management Pvt Ltd (hereinafter referred to as “**We**” or “**Us**”) and shall be legally binding on customers and us. Both customers and we shall comply with the Terms.
2. Before a customer applies to us for activation of online services or uses online Services for the first time, the customer shall carefully read the Terms and fully understand relevant provisions hereof, and the customer shall have the right to require us to provide sufficient explanation about the Terms. By applying to us for the activation of online services or using online services for the first time, customers shall be deemed to have carefully read, understood and accepted the terms and agreed to be bound hereby.

II. Provision of Services

1. Customers may apply to us for the activation of Online Services, and we may also activate all or part of the functions of Online Services for qualified customers. Customers may apply to us for the termination of certain Online Services, and we have the right to accept or reject such application of the customers.
2. Customers may use any device to use or operate all or part of financial services via the Internet, telephone communication networks, wireless networks, other open public networks.

III. Content of Services

1. Online Services

- (a) Customers may enjoy Online Services via our website at www.arpicoataraxia.com.

Under this service customer can check the unit balance and value as of particular date and the transactions history.

2. We may change the website address, telephone number, and domain name for Online Services from time to time and make announcement or provide notice within a reasonable period of time. Thereafter, the changed website address, telephone number, and domain name for Online Services as announced or notified to customers by us from time to time shall apply.
3. Customers shall not use website address, telephone number, or domain name for online services not announced or notified by us. if any customer is aware or suspect that any other person or entity provides online services in our name, such customer shall notify us immediately.

IV. Recipient of Services

These Services are made available to:

1. Customers who are above the age of 18, have full capacity for civil conduct and have opened saving accounts with us;
2. Potential customers intending to consult us about our products and services.

V. Function, Operation, Suspension and Termination of these Services

1. Customers undertake to apply for activation of and use part or all of the functions of these Services according to the procedure (if any) specified by us.
2. Customers may use these Services to inquire about information of funds, but such information might not be up-to-date, since there might be some delay for NAV prices are being uploaded; unless verified and confirmed by us, we will not make any warranty with respect to the information queried by customers through these Services.
3. The specific applicable conditions of Online Services, content, functions and runtime of services depend on actual operations and actual operating environment. We might formulate or modify the user manuals, guides, function introductions, announcements or notices of relevant Online Services from time to time, which customers may read and consult, but if they differ from actual operations and actual operating environment of these Services, the actual operations and operating environment shall prevail.
4. Provisions regarding the runtime of these Services might vary with different functions under these Services, specifically subject to the actual operations and operating environment of such functions under Online Services.

5. We will take reasonably practicable actions to ensure that our Online service system has sufficient security settings to control and manage risks in the operating system and provide these Services constantly, subject to the provisions of Article VI hereof.
6. Customers acknowledge and agree that:
 - (a) Due to the need for regular maintenance and other reasons, we will have the right at any time to give a notice to unilaterally (1) add, delete, modify or suspend any available functions or the content of these services; (2) change the runtime; or (3) suspend, or terminate part/all of these services. Unless otherwise provided by law, we will not be liable for losses caused by the foregoing actions.
 - (b) Unless otherwise permitted by us, customers might be unable to suspend or terminate some functions of the online services.
 - (c) Modification, suspension and termination of these Services might have no effect on customer instructions we have received, which are likely to remain in effect.

VI. Risk Warning and Liability Provisions

1. Customers clearly understand and agree that the use of Online Services via the Internet, telephone communication networks, wireless networks or other open public networks will increase the risks of error, security, privacy and fraud, including but not limited to the following:
 - Any error, delay or time difference during unit transactions;
 - Any misuse of customers' systems by customers or other persons;
 - The risk that any third party acquires personal information of customers or uses accounts of customers through these Services due to any reason attributable to customers;
 - Any fraud or imposture by any person.
2. Customers understand and accept that when any of the following circumstances arises, or customers use these services improperly, or other circumstances beyond our control arise, that might render these services unusable normally or at all, customers might suffer relevant losses:
 - (a) Any equipments/systems used by customers are incompatible with the system required for these services;
 - (b) Transmission or communication facilities are damaged or fail due to any reason, or transmission or communication is impossible or delayed or erroneous due to any other reason;
 - (c) Use demand exceeds system load or system limit, or the system or network fails;
 - (d) Hacker attack, system failure, communication failure, network congestion, power supply system failure, computer virus and malicious program;

- (e) Any machine, system or communication error, industrial dispute or any other circumstance beyond our control, so that these services are unusable in whole or in part.
- 3. If customers access these services through any third party service not controlled by us or access such third party service through these services, or obtain verification codes or other online service passwords through any service not controlled by us, or suffer any losses due to the use of such third party service, we shall not be held liable. Customers should assert their relevant rights against third party service providers pursuant to the terms and conditions of service of such third parties.
- 4. Customer understands and agrees that we may suspend or terminated all / part of Online Services for risk control purposes.

VII. Security Guarantee

1. Once a customer knows or suspects that his/her Information is known to any unauthorized person, or any unauthorized person uses these Services impersonating the customer, the customer shall notify us by dialling the telephone number designated by us, and require us to suspend or terminate all/part of Online Services.
2. Customers shall modify their Online service passwords on a regular basis or as required by the system, and do not use any Online service password that had ever been used.
3. When a customer sets or changes his/her password, the customer must not use a password that can be easily guessed by a third person to give such third person the opportunity to use these Services impersonating the customer; for example, the customer shall avoid using his/her or anyone else's birthday, ID card number, telephone number, repeated or consecutive numbers or characters as password.
4. At any time, customers must take all reasonable actions to ensure the security of passwords. Customers must ensure that they will not disclose their passwords to any other persons, including our staff as well as persons providing assistance at technical information desk. Customers shall not record their passwords in order to prevent others from obtaining passwords easily.
5. If a customer inadvertently discloses his/her password or suspects that anyone else knows his/her password, the customer must change the password immediately through these Services. If the password cannot be changed, the customer must notify us immediately through Phone.
6. If a customer finds that there is any transaction not duly authorised by him/her in any of his/her accounts/services, the customer must notify us immediately via Phone. Therefore, the customer must often check all his/her accounts/services to check for such transactions.
7. Customers shall use these services personally and shall not allow any person to use these services on their behalf.

8. In their use of these Services, customers shall not leave relevant computer devices or electronic service equipment, and customers shall ensure that they log out of the Online service system before leaving such equipment.
9. Customers shall take all reasonably practicable actions to ensure that the computers or other devices used by them for these Services are free of any computer viruses or similar devices or software, including but not limited to equipment regarded as software bombs, Trojan horses or worm viruses. These Services can be used via the Internet or other communication channels (as appropriate) but we are unable to control public systems, so customers must ensure that the computers or other devices they use for these Services have been provided with sufficient virus protection.

VIII. Online Service Records

1. Customers can inquire about transaction records for no more than one year through these Services.
3. We shall have the right to record matters in connection with Online Services and use such records as effective basis of Online Services. Such records shall remain property of us, and we may process, keep, delete and use such records at any time for any purposes and according to any procedure; unless otherwise permitted by us, customers shall have no right to obtain such records and the copies and/or photocopies thereof.

IX. Fees

1. Customers shall not pay any fees or charges for using the online service.

X. Miscellaneous

1. All clauses hereunder are independent of each other. The invalidity, illegality or unenforceability of any clause shall not affect or prejudice the legality or enforceability of the remaining clauses. In such case, we shall have the right to modify such invalid, illegal or unenforceable clause pursuant to the provisions of applicable laws and regulations and relevant industry practices, so as to make it fair and lawful.
2. Unless otherwise specified herein, we may suspend, or at any time and from time to time, amend the Terms and/or add new clauses. Termination, or any amendment of and/or any addition to the Terms shall become effective as of the designated date after we provide reasonable notice/announcement to customers. If customers refuse to accept relevant amendment and/or addition, they may give written notices to us to apply for termination of all/part of Online Services pursuant to relevant procedures (if any) of us. If customers do not explicitly require us to terminate all/part of Online Services and continue to retain or use these Services on or after the effective date of such amendment and/or addition, such amendment and/or addition shall become binding upon customers.
3. The Terms are amended and published on our official website www.arpicoataraxia.com in March 2022, and the Terms, as amended, will take effect as of 14 May 2021 As of the date of effectiveness, unless otherwise notified by us, the Terms will supersede all previous terms (if any) in respect of these Services.