



## **Disclaimer**

I confirm that I am aware of associated risks with investment in this fund category as well as risk of principal erosion and confirm that I will not hold Atlas Asset Management Company (AAML) responsible for any loss which may occur as a result of my decision.

I further agree that AAML has suggested me a specific fund category as per my risk profile. However, I reserve the discretion to invest in any other fund category.

I do hereby confirm that the investment being made is solely my own funds and that the funds beneficially owned by other person(s) will not be used.

I am fully informed and understand that investment in units of Mutual Fund/ CIS are not bank deposits, not guaranteed and not issued by any person. Shareholders of AAML are not responsible for any loss to me resulting from the operations of any CIS launched/ to be launched by AAML unless otherwise mentioned.

I further confirm that I have read the constitutive documents and Fund Manager Report that govern this investment / Conversion transactions which is available on;

- Constitutive Documents:

<https://www.atlasfunds.com.pk/downloads/offering-documents/>

- Fund Manager Report:

<https://www.atlasfunds.com.pk/downloads/fund-manager-reports/>

## **General terms and Conditions for Investments, Redemption and Conversions**

### **Terms and Conditions for using E-Transaction Facility**

**Please read these Terms and Conditions carefully before using e-transaction facility.**

**Atlas Asset Management Limited (AAML) owns and maintains website [www.atlasfunds.com.pk](http://www.atlasfunds.com.pk) ("the Site"). The site has been developed to provide a platform for various parties, including beneficial owners, corporates, clearing members, participants, investors and regulator(s).**

**By accessing, browsing and using this site, you agree that the following Terms and Conditions (T&C) apply to your use of this Site. AAML reserves the right to amend these T&C at any time without prior intimation. You are responsible for regularly reviewing these T&C since such changed terms will govern your continued use of the Site. If you do not agree to these Terms and Conditions, do not use this site. The T&C – as may be amended from time to time – constitute the entire agreement, and supersede any other agreements or understandings (oral or written), between you and us with respect to their subject matters unless explicitly stated otherwise. AAML accepts no liability for any losses, damages, costs or expenses which may be incurred by you as a result of any changes to the terms and conditions.**

### **No Warranties**

**We do not represent or warrant that this Site will be available or that it will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.**

**We shall not be responsible for any services provided by any service provider which are not controlled by us, for any loss of you or the service provider may suffer as a resulting in use of such a service. You must agree with all the terms and conditions of such services and service provider and pay all the charges, damages etc. connected to it. AAML is not responsible for any failures caused by server errors, misdirected or redirected transmissions, failed internet connections, interruptions in the transmission or receipt of reservations or, any computer virus or other technical defect, whether human or technical in nature.**

**AAML accepts no liability whatsoever for the provision of information forwarded to you by e-mail or other circumstances related to this facility, including without limitation: (i) misuse of the password, (ii) interception or alteration of the information, the (iii) revocation of the password, (iv) any action or inaction taken by the concerned parties (including any action which was not intended by you) due to the timeliness, inaccuracy, completeness or correctness of the information provided by you, (v) any redemption (including incorrect redemption) effectuated by AAML and/or the Trustee and any payment errors of issues which are caused directly due to your negligence or due to a failure on your part to provide correct, complete and accurate information to us (vi) any failure by you to receive any form of report due to technical problems involving the e-mail transmission or due to a failure of whatever nature by third parties (vi) failure of the Trustee and/or the bankers to effectuate the given transaction within the stipulated time period for any reasons whatsoever (vii) failure of the request to be processed due to incorrect authorization code being provided by you, or due to an incorrect and/or invalid email ID provided by you as a result of which the authorization code is not provided to you.**

### **No Investment Advice.**

The information contained on the Site has no regard to the specific investment objective, financial situation or particular needs of any specific recipient. The content published on the Site is solely for informational purposes only. Nothing contained in the Site is intended to constitute investment, legal, tax, accounting or other professional advice. Prior to any investment decision or action, you should consult with an appropriate professional for specific advice tailored to your situation and/or to verify the accuracy of the information provided herein prior to making any investment and/or redemption decisions.

#### Internet E-Mail

Messages sent over the internet cannot be guaranteed to be completely secure or error free as they are subject to possible interception, corruption, delays, loss or possible alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any messages sent by you to us or any message sent by us to you over the internet. If you send E-Mail (encrypted or not) to us over the internet, you are accepting the associated risks of lack of confidentiality and the fact that such communication over the internet can be hacked, intercepted, monitored, delayed, lost or be incomplete.

#### Governing Law

This agreement constitutes the entire agreement between you and AAML with respect to using this Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Site. Your use of this Site and any dispute arising out of such use of the website is subject to the laws of Pakistan, with the Courts of Karachi having the exclusive jurisdiction in this regard.

#### General

If you are dissatisfied with any portion of this Site, or with any of these Terms of use, your sole and exclusive remedy is to discontinue using this Site and the online redemption request service.

We reserve the right in our sole discretion to deny any user access to this Site, any interactive service herein, or any portion of this Site without notice, and the right to change the terms, conditions and notices under which this Site is offered. Any rights not expressly granted herein are reserved.

#### Purchase & Redemption Prices

Units of the Scheme(s) are being offered at NAV based prices. The AMC calculates and publishes Net Asset Values (NAV's); offer and redemption prices on all Business Days, in line with their constitutive documents. Each fund / plan has its cut-off timings for submission of transaction requests. Applicable cut-off timings are made available on the company website at [www.atlasfunds.com.pk](http://www.atlasfunds.com.pk)

In case of submission of an e-transaction, the AAML Online system date and time stamp will solely be considered and given precedence to determine the cut-off time in which the application request is submitted and the applicability of the NAV on the transaction. AAML will not be responsible for any network or system delays in submitting and receiving the application request.

It is solely your responsibility to ensure that correct, complete and accurate information is submitted by in the Online Redemption Form. This includes the details of the scheme, types of units to be redeemed, amount/units to be redeemed, details for payment processing and with all other

details as are required. You shall be solely liable in case of any inaction and/or any action is taken by AAML, the Trustees and/or the banks based on incorrect or inaccurate details provided by you.

#### **Zakat Deduction**

Zakat will be deducted at the time of redemption of units if a duly filled and signed Zakat Affidavit Form is not provided to the company for its records. It will be the investors' responsibility to provide the Affidavit if he/she wishes that Zakat may not be deducted.

#### **Tax Deductions**

Tax may be deduced as per prevailing and applicable Tax Laws and as per the constitutive documents of the funds/plans available on our website.

#### **Permitted E-Transaction Requests**

Currently, the following e-transaction requests can be submitted through the Atlas Funds Online E-Transaction Request facility: 1. Investment 2. Redemption / Encashment of Units (From Fund or Plan) 3. Conversion (From Fund or Plan).

#### **Rejection of E-Transaction Requests**

Your e-transaction redemption request may be rejected if there is any discrepancy or incomplete information in the request that is submitted. In case an e-transaction request is rejected, the rejected request will be cancelled and a new request will have to be submitted.

Transaction once executed via online portal cannot be cancelled.

#### **Payment Instrument for Redemption Proceeds**

In case of a redemption / withdrawal e-transaction request, if incorrect or incomplete Bank Account or Payment Details are mentioned in the request for Online Bank Account Transfer, a physical instrument will be made and sent to the investor. AAML or the Trustee/banks shall not be liable for any delays that this might cause in processing the payment to you.

#### **Application Processing Time**

E-transaction requests will be processed as per the time frame mentioned in the constitutive documents of the funds/plans available on our website.

#### **Multiple Transactions**

In case multiple transactions (through physical form submission and/or e-transaction request submission) involving a single or multiple funds / plans are received from an investor, the applications will be processed in chronological order i.e. the application received first will be processed first.

## **Verifications of E-Transaction Requests**

**The Management Company from time to time on a case to case basis may require verification from the investor prior to processing the investors' e-transaction request through email and/or phone call.**

## **Book Closure Periods**

**All E-Transaction Request received during the book closure period (notified on website) pertaining to respective funds / plans shall be marked Rejected and customers would be required to re-submit his / her request after the Book Closure period is complete.**

## **Submission of Physical Certificates**

**Investors who are holding physical certificates will be required to surrender any such certificates before submitting an e-transaction request. In case of CDS Units, Investor will be required to convert these units into electronic units before submitting an e-transaction request.**

## **Security of Atlas Funds Online Credentials**

**You agree that any person who supplies AAML with your Atlas Funds Online user name, password, and E-transaction request PIN Code (where applicable) will be allowed access to the Site and to your Account. It is the responsibility of the investor to keep his / her username, password and E-transaction request PIN secure and take steps to prevent unauthorized use of them. You must not tell or disclose them to another person or allow them to be seen by another person (including family or friends). You must not keep a record of them in a way which can be determined by another person. You must not record them together.**

**You must notify AAML immediately if a record of your login credentials and PIN is lost or stolen or you become aware or suspect another person knows your online credentials and has attempted to or made unauthorized use of the Site. AAML may cancel your online credentials at any time without notice if it believes either is being misused.**

## **Records and Statements**

**You should carefully check Account records and statements given on this Site. If you believe that there has been any discrepancy or inconsistency in any transaction on this Site, or an unauthorized transaction, you must notify AAML immediately. Failure to do so may render you liable for unauthorized transaction which you may not otherwise be liable for.**

**Our records, unless proven to be wrong, will be evidence of your dealings with AAML in connection with the Site.**

## **Liability for Unauthorized E-Transactions**

**You will be liable for any loss of funds arising from any unauthorized e-transaction on your Account if the loss occurs before you notify AAML that your Online Credentials have been misused, lost or stolen or become known to someone else and if you contribute to the loss because of your failure to look after and keep your Online credentials secure or your extreme carelessness in failing to protect their security is the dominant cause of your loss; Or your unreasonable delay in notifying AAML of the misuse, loss or theft of your Online Credentials becoming known to someone else and the loss occurs between the time you did, or should reasonably have, become aware of these matters and the time you notify AAML.**

**You will not be liable for losses which are incurred before you have received your online credentials; if the e-transaction occurs after you notify AAML that your Online Credentials have been misused or become known to someone else.**

#### **GENERAL POINTS**

- In case of any discrepancy in the online investment request, the individual unit holder shall be informed accordingly with the reason. Upon removal of the discrepancy, the request for investment will be processed as per applicable NAV.
- The individual unit holder whose account operating instruction is "Jointly" will not be eligible to use the online investment request facility.
- AAML is authorized to block any transaction(s) or any other Service(s) linked with this service at any time, without prior notice to the individual unit holder(s) through the website of AAML without assigning reasons.
- In case of admin plan or multi funded plan, transaction shall be executed once NAV announced/available for all respective funds.
- Consumer reference no. will expire after 48 hrs and maximum three pending consumer references will be allowed at a time.

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#### **Liability**

You will be liable for and agree to indemnify AAML against any loss or damage AAML and any of the Fund (including its Trustee) under its Management may suffer because you did not observe your obligations under these T&C or acted negligently or fraudulently when using this Site. AAML and any of the Fund (including its Trustee) under its Management will not be responsible for any loss that you may incur if you fail to comply with the T&C. The use of the Internet is subject to other risks which are not of a security nature described above but which arise from factors beyond AAML's control, for example failure of communication networks, mechanical failures, power failures,

malfunction, breakdown or inadequacy of equipment. These risks may result in your e-transaction requests being delayed, lost or inaccurately transmitted and may cause you to suffer losses.

To the extent permitted by law, in no event shall AAML or its officers, directors, employees, executives, sponsors, representatives, subsidiaries, affiliates, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents (collectively the "covered parties"), be liable to any person or entity whatsoever for any direct, indirect, incidental, special, exemplary, compensatory, consequential, or punitive damages or any damages or losses whatsoever, including but not limited to (where relevant, caused by): (i) loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, delay, performance or non-performance of the site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service, including services rendered or products offered by AAML or any of its subsidiaries, associates, affiliates or agents (v) errors or inaccuracies contained on the site or any information (including but not limited to the (descriptive) information, products, services, and related graphics obtained through the site; (vi) any transactions entered into through the Site; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of the site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of the Site, any use, delay or inability to use the Site, or any information, products, or services obtained through the Site; or (ix) any damages caused by a force majeure event. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if a covered party has been advised of the possibility of damages.

Subject to the provisions contained above, AAML shall not be able to benefit from any limitation of liability or indemnity for any acts of fraud or intentional and willful misconduct committed by AAML

#### **Termination**

You may stop your use of the Atlas Funds Online Service in its entirety at any time by giving written notice to AAML. AAML may terminate the Service at any time by giving you a written intimation.

#### **Special Note**

Due to any technical / operational reason, fund transfer may be delayed. In such case, please contact our Sales Services Department at 021-111-688-825 for further facilitation. Funds are transferred as per TATs (Turn-Around-Time) defined by respective authorities (Banks, SECP, SBP, 1-Link). AAML does not have control over this funds transfer process, and therefore, it does not accept any liability under any circumstances whatsoever for any delays or later transfer made by any party for any reasons whatsoever.