



Terms & Conditions

INDUS AU PTY LIMITED
ABN 78 682 656 873

AUTHORISED REPRESENTATIVE OF AUSTRALIAN
FINANCIAL SERVICES LICENCE NO. 337927

WWW.INVESTINDUS.COM/AU

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1. About these Terms And Conditions

These Terms and Conditions, effective Tuesday 28 October 2025 (these Terms), are issued by Indus AU Pty Limited (ACN 682 656 873; ABN 78 682 656 873) (Indus). Indus acts as an authorised representative (Authorised Representative No. [xx]) of Sanlam Private Wealth Pty Ltd (ACN 136 960 775, Australian Financial Services Licence No. 337927) and operates the Indus app (the app), through which it provides access to investments and related services.

References to “we”, “our” and “us” all mean Indus as an Authorised Representative of Sanlam Private Wealth Pty Ltd (ACN 136 960 775, AFSL 337927) and its associated entities, unless otherwise stated.

References to our Website mean www.investindus.com/au and its linked subsites

PURPOSE OF THESE TERMS

This document is designed to support your decision-making process regarding the suitability of the app for your investment requirements. It outlines how the app operates, its main characteristics, advantages, possible risks, and the implications of investing through it.

These terms equips you with essential details about the services available, enabling you to judge whether they align with your needs. Please note, these terms are not an invitation to invest for individuals outside Australia, nor is it intended for anyone to whom such an offer would be illegal.

Both these terms and any related materials can be accessed via our website, or we can provide a printed version upon request at no additional cost. Terms presented in bold or capitals carry specific definitions; if they are not clarified where they first appear, you can refer to the **Appendix Dictionary in section 9**. Any words not specially defined take their usual meaning. Unless otherwise indicated, all monetary values mentioned are in Australian dollars (AUD).

WHAT HAPPENS WHEN THESE TERMS AND CONDITIONS CHANGES?

The information in this Terms and Conditions, including references to laws, is accurate as of the issue date but may change. Non-substantive updates will be posted in the Disclosures section of our website (investindus.com/au/legal). For substantive changes we will publish a supplementary document or revised Terms.

Please check our website regularly to ensure you have the most current information and to see whether any changes could affect your decision to sign up to the app. See **section 7** for details on when and how we make changes.

WHO ARE THESE TERMS FOR?

Upon opening an Account, these terms will constitute an integral part of the agreement between you and Indus.

You	Indus
<p>A person who uses our app.</p> <p>Because the app lets you build an investment portfolio, we refer to you as an Investor.</p>	<p>Indus AU PTY Limited (ACN 682 656 873; ABN 78 682 656 873) and its associated entities.</p>

By opening an Account with us, you acknowledge and accept the terms outlined in these Terms and Conditions, along with any supporting information detailed below. Should we approve your application to open an Account, you may not transfer or share any rights or obligations arising from our agreement with any third party.

This prohibition also extends to granting another person access to your Account on the app.

GET READING: THESE TERMS AND CONDITIONS ARE SUPPORTED BY ADDITIONAL INFORMATION

Before opening an Account, it is essential to thoroughly understand the range of products and services we provide, as well as those we do not. We advise you to become acquainted with your rights and obligations upon registering and receiving approval to access our app. Please consult the resources listed below, which form an integral part of your agreement with us; unless otherwise indicated, these documents are available on our Website:

- These Terms and Conditions.
- Our Financial Services Guide (FSG).
- Our Privacy Statement and Privacy Policy.
- Any periodically updated Terms and Conditions relevant to Indus (the Terms).
- The Investment Menu within the app, listing available investment options through Indus; please note this list may change from time to time without notification.
- The online registration procedure, accessible on both our Website and the mobile application (the App).
- Any additional legal documents relevant to the operation of the app, available upon request.

Certain features provided by the app come with their own terms and conditions. Where this applies, you will be informed and given access to these details before you proceed with the feature. A Target Market Determination (TMD) has also been issued outlining the design, key characteristics of our services, and the target consumer group. The TMD is available on our website.

WE DON'T GUARANTEE THE PERFORMANCE OF YOUR INVESTMENTS ON THE APP

As the provider of the app and related services, Indus and its directors, officers, or employees do not provide any assurance regarding the future performance of your investments or the return of your invested capital.

employees do not provide any assurance regarding the future performance of your investments or the return of your invested capital.

All investments made through our app are exposed to inherent investment risks. This includes, but is not limited to, the possibility of a decline in value, loss of income, or partial or total loss of the funds you have invested. It is important for investors to carefully consider these risks prior to making any investment decisions on the app.

WE DO NOT PROVIDE PERSONAL ADVICE: GENERAL ADVICE WARNING

There is no certainty that you will achieve a profit, and there is a possibility that you could lose the capital you initially invested as investing inherently carries risks. The information provided in these Terms constitutes general advice only and does not account for your personal objectives, financial circumstances, or individual requirements.

It is crucial to thoroughly review all relevant disclosure documents for our app and each investment option you may be considering. Before deciding whether to use or continue using our app, you should assess whether the information is suitable for you given your own goals, financial situation, and needs.

Consulting a qualified financial adviser is recommended prior to making a decision to invest, continue investing, or to buy, hold, or dispose of any specific investment through the app.

As part of our service, we may also supply you with Market Information, as described further in [section 3](#).

Please note that all information provided is general in nature, is not intended as a recommendation or advice regarding any particular financial product, and does not take into account your unique objectives, financial situation, or needs.

NO ADVISER OR AGENT?

Whilst you may choose to seek professional advice or other assistance as you see fit, it is not mandatory to have a financial adviser or to appoint an agent in order to join or utilise our app. We maintain a policy that sets out how we support investors who have not appointed an adviser or agent. This policy is available to you free of charge upon request. This policy is available to you free of charge upon request. Your entitlement to continue using the app and to instruct us to facilitate investment purchases on your behalf remains unaffected by whether you have engaged someone to provide financial advice or to act on your behalf in dealings with us.

NEED TO CONTACT US?



Email:
support@indus.au



Postal Address:
**Suite 4.03, Level 4, 56 Clarence Street,
Sydney NSW 2000, Australia.**



app:
Click the **“Contact Us”** button in our app to chat to one of our team members



Complaints:
See under ‘Contacting us and resolving issues’ in **section 7**

2. Overview of the Indus app

Our app lets investors access Indian mutual funds and invest in India with small amounts. Designed to make investing accessible to everyone, Indus provides the same opportunities whether you have a few dollars or a large portfolio.

Customers do not acquire an interest in a app or facility. Investments are directed into underlying financial products, with Indus facilitating execution and administration.

USING OUR APP IS DIFFERENT FROM MAKING A DIRECT INVESTMENT

When you buy, hold or sell investments through our app, your rights and obligations are not the same as if you invested directly. Please read this section carefully so you understand how investing via Indus differs from direct investing.

WHO OPERATES THE APP?

Indus AU PTY Limited (ACN 682 656 873; ABN 78 682 656 873), an Authorised Representative of Sanlam Private Wealth Pty Ltd (ACN 136 960 775, AFSL 337927), operates the app and may hold client money or investments on behalf of customers as an incidental part of providing its services. However, we may engage others to advise or carry out any of our functions or responsibilities under our agreement with you where permitted by law. To the extent allowed by law, we may transfer any of our rights or obligations in these Terms and Conditions or its supporting documents, in whole or in part, to any party that meets the required standards.

Any member of the Indus group may enforce these Terms.

Indus AU PTY Limited is not an authorised deposit-taking institution (ADI) under the Banking Act 1959 (Cth).

WHO HELPS US

We work with other parties to deliver our app and related services to you. These include our parent company, Indus Limited, based in New Zealand, which provides operational, technology, and custodial support, including the technology powering the app.

In addition, we engage third-party custodial providers to hold custody of the investments made through the app.

Below are the key parties supporting us in providing the app and services to you. Unless required by law or if it would cause a materially adverse impact on you, we may change these parties or their outsourced providers without notice.

Service Providers	Details
<i>Indus Limited (NZ)</i>	<p>Indus Limited (NZBN: 9429051833640) (Indus NZ), a company registered in New Zealand, supports us with operational, technology, settlement, and administration support. It may engage with various outsourced providers to support its obligations. Key points include:</p> <ul style="list-style-type: none"> • It may engage with third-party providers or sub-custodians to assist in holding custody of investments. • It may transfer its rights and obligations to third parties that meet necessary requirements, where permitted by law.
<i>NAB (National Australia Bank)</i>	<p>NAB holds our client money account in Australia for managing client funds safely and efficiently within Australia.</p>
<i>DBS Bank</i>	<p>DBS Bank manages our custodian account in India and the settlement of mutual fund investments in India.</p>

In these Terms, the terms 'we' or 'us' may refer to services provided by third parties acting on our behalf.

KEY BENEFITS OF INVESTING WITH INDUS

Investing with Indus and using our app offers several significant benefits. Here are a few highlights:

Our Brand is Global

Indus was founded in 2024 and provides access to the Indian financial markets. Our app enables investors to engage with the rapidly growing economy of India and its investment opportunities.

Our app is Easy to Use

We provide an intuitive app that offers mobile access for investing in the Indian financial market. Ongoing interaction and engagement with our users help to educate and empower them in their investing journey.

We Make Investing Accessible

Invest in Indian mutual funds with highly competitive fees and a low minimum investment.

We Strive to be Paperless

Our service is fully electronic, except when you request a paper copy of a document that we are legally required to provide in that format.

For details on how we will communicate with you once you become an Investor, please see section 7 under 'How we communicate with you'.

We Offer a Range of Features to Support Your Investing

Our app provides flexibility to investors, including options for SIP and auto-investment, one-off investments, and other convenient features. These tools are designed to make investing easier and more adaptable to your needs.

HELD FOR YOUR BENEFIT

Understanding 'Money' in these Terms and Conditions

When we mention 'money' in these Terms and Conditions, we are referring to the cash you deposit into your Wallet.

By depositing funds into your Wallet, you are providing funds for investment through Indus rather than holding a standard bank deposit. As a result, certain client money rules under Australian law may not apply in the same way. This does not constitute an investment in a app or facility.

Nevertheless, your money is always kept separate from our company funds, stored securely, and available for your use as you direct for your investments. This structure is designed to protect your funds and ensure they are readily accessible.

Please keep in mind:

- This includes money you add to your Wallet and income from investments you've made.
- It does not include any fees, charges, or amounts owed to us under our agreement. For more information on fees or charges, see **section 5** of these Terms and Conditions.

We hold, you benefit

- Your money and investments are held through Indus and third-party custodial arrangements (including DBS Bank in India) for operational purposes.
- Your holdings are recorded and attributed to you on an individual basis, reflecting your economic interest in the investments.
- Any holding of client money or investments by Indus is incidental to the financial services it provides and does not constitute a standalone custodial service.
- Your money and investments are held on your behalf through Indus and third-party custodial arrangements as part of the services provided. We instruct these third parties to act on your instructions regarding your money and Investments, in accordance with our agreement with you.

Asset Custody

Client funds are transmitted and applied toward the purchase of mutual fund units in India through third-party custodial arrangements (including DBS Bank in India).

Investments are held in the name of Indus or a third-party custodial provider for operational purposes only, with each customer's holdings recorded and attributed on an individual basis.

Any custody of assets is incidental to the financial services provided by Indus and does not constitute a standalone custodial service or investment facility.

Customers do not acquire an interest in a app or facility. Investments are directed into underlying financial products, with Indus facilitating execution and administration.

DIFFERENCES BETWEEN INVESTING THROUGH INDUS AND INVESTING DIRECTLY

It is important to understand that investors who hold their investments through Indus may have different rights and arrangements compared to those who acquire and hold the same investments directly. The table below outlines some of the key differences in investor rights and responsibilities, depending on whether you invest indirectly through Indus or directly with the relevant fund manager or issuer.

Aspect	Investing through the Indus app	Investing directly
Asset Ownership	When you invest through Indus, you do not hold the investments or cash in your own name. Investments are held through Indus or third-party custodial arrangements (including DBS Bank in India) for operational purposes. Your holdings are recorded and attributed to you on an individual basis, reflecting your economic and beneficial interest.	An investor who acquires an investment directly becomes the legal owner and holder of that investment, and assumes the rights and responsibilities that come with ownership. This includes being recorded as the registered owner on the relevant investment registry.
Cooling-Off Rights	Cooling-off rights do not apply to investments made through Indus. Because you invest in mutual funds via the Indus app rather than directly with the fund manager, you cannot request a refund once a transaction has been completed. Any redemption or withdrawal request will be processed as a normal withdrawal and reflect market movements and any applicable fees. Unfilled investment orders can be cancelled before they are executed.	Cooling-off rights may apply to investors who purchase fund units directly from the fund manager, depending on the product and its offer terms.
Voting Rights	We maintain a Voting Policy that sets out when investors are offered voting rights. In most cases, you will not have voting rights for investments held through Indus, unless required by law or specifically provided for in our Voting Policy.	If you invest directly in Indian mutual funds, you may be able to exercise voting or unitholder rights in accordance with the fund's governing documents and Indian securities regulations.
Trade delays	There may be delays in processing transactions you request through Indus, compared with investing directly with a fund manager. This is because Indus may rely on third-party providers and counterparties to complete certain transaction steps.	There may be fewer or no delays when transacting directly.
Delays in Accessing Investment Proceeds	There may be a delay in accessing the proceeds from the sale of your investments. Proceeds from redeeming mutual fund units are typically credited to your Indus Wallet within three business days, which is standard industry practice. When you request a withdrawal from your Wallet, we generally process it within four business days. However, because we rely on third-party providers to complete certain steps, processing times may occasionally be longer.	There may be fewer or no delays in accessing the proceeds from your investments when investing directly.

WHAT INDUS DOESN'T DO

Indus provides you with access to a range of Indian mutual funds and simplifies the process of investing from Australia. However, there are some things the app does not do. Unless otherwise stated, at the date of these Terms and Conditions:

- We do not manage or advise on your portfolio or any investments available through Indus.
- We do not buy, sell, or hold investments directly in your name. Investments are held through third-party custodial arrangements as an incidental part of providing our services on your behalf and for your benefit.
- We may have restrictions on participating in certain corporate actions. See [Section 4](#) for more information.
- Transactions are not instant, and prices displayed on the app may be subject to delays.
- We do not provide personal financial advice.
- You can only fund your Indus Wallet in Australian Dollars. Foreign currency is automatically converted before being added to or withdrawn from your Wallet, and FX fees may apply.

There may be other limitations on the app. If you are looking for a specific feature or function, please contact us to confirm Indus's current capabilities.

For details on the risks of using Indus, see [Section 3](#) of these Terms and Conditions.

GETTING STARTED: OPENING UP A INDUS ACCOUNT

You need the internet.

To open your Indus Account, simply complete the sign-up process through our website or mobile app.

Indus operates fully online (to the extent permitted by law). To use the app and manage your investments, you'll need continuous access to a private, secure, internet-enabled device and a stable internet connection.

You need to meet our Eligibility Criteria

At Indus, we believe investing in India should be accessible to everyone, whether you are starting with a small amount or building a larger portfolio. However, you must meet certain criteria before opening an account.

To open and maintain an Indus Account, you must:

- Be 18 years or older and resident in Australia;
- Be an individual (natural person) — Indus does not currently allow accounts to be opened by companies, trusts, or joint account holders;
- Hold an account with an Australian bank or other authorised deposit-taking institution;
- Have a residential address in Australia;
- Provide all information we reasonably request to verify your identity and comply with Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) requirements;
- Agree to Indus's Terms and Conditions, including any conduct or app use policies; and
- Confirm your tax residency and provide any relevant tax identification numbers and withholding tax details (where applicable).

Meeting these criteria does not guarantee that your application will be approved. Indus reserves the right to decline to open an account at its discretion and is not required to provide reasons for its decision.

By applying to open an account with Indus, you represent that you satisfy, and will continue to satisfy, these Eligibility Criteria. If at any time you no longer meet them, you must notify us promptly. We may suspend or close your account if you no longer meet the criteria.

Indus may, at its discretion, change, waive, or introduce additional eligibility requirements from time to time. Any such variation will not oblige Indus to offer the same treatment to other customers.

You need to be who you say you are

To use the Indus app, we are required by law to verify your identity. This helps protect both you and our broader investor community.

To open and maintain an account, you must provide all information we reasonably request for identity verification and compliance purposes. By providing this information, you confirm that it is true, accurate, and complete.

If you fail to provide the requested information, or if any information you provide is false or misleading, Indus may suspend or close your account.

You need to tell us if something changes

If any of the information you've previously provided to Indus becomes inaccurate or incomplete, you must update it promptly. You can do this by updating your details in your Indus account settings or by contacting our support team.

Indus is for personal investing purposes

You may only use the Indus app for your own personal investment activity. You are not permitted to use it to administer or manage investments for any business, trust, or other entity without our prior written approval.

Where Indus provides such approval, it may be subject to additional terms and conditions.

We communicate with you

You may receive communications from Indus, or from third parties acting on our behalf, about the app or specific investments held through your account.

Details about the type, timing, and method of our communications are set out in **Section 7** of these Terms and Conditions.

3. Risks

All investment activity involves risk. The value of your investments may rise or fall over time due to market conditions, economic factors, and other variables beyond our control.

Returns are not guaranteed, and the past performance of any investment or currency does not guarantee or predict future results. You should carefully consider your risk tolerance and investment objectives before investing through the Indus app.

Before you open an Indus Account or add money to your Wallet, it's important that you understand and accept the risks associated with investing. You should assess how these risks may impact your investment goals and ensure they align with your personal circumstances and risk appetite.

Indus is not responsible for any losses you may experience as a result of your portfolio decreasing in value or currency fluctuations affecting the value of your wallet.

To help you make informed decisions, this section outlines the key risks associated with using Indus:

- The specific risks related to using our app and services.
- The general investment risks that may affect the value or performance of your investments.

There may be additional risks associated with investing, including risks that are specific to your personal circumstances or unique to a particular investment.

If you need help understanding whether these risks are suitable for you, you should seek personal financial advice tailored to your objectives, financial situation, and needs.

Some investment options offered through the Indus app are supported by disclosure documents provided by the Investment Provider. It's important that you read and understand these documents, including the risks they describe, before making any investment decision.

GENERAL UNDERLYING INVESTMENT RISKS

Counterparty Risk

Counterparty risk arises when a party involved in a transaction fails to meet their contractual obligations, which may negatively affect your investment.

If a company or fund you've invested in (or are otherwise exposed to) enters a transaction and the counterparty does not fulfil their obligations, the performance or value of your investment may be adversely impacted.

Credit Risk

Credit risk arises when borrowers fail to meet their repayment or credit obligations, which can negatively affect your investment.

If an investment you hold is exposed to borrowers (such as through debt securities or lending activities) and those borrowers default or delay payments, the performance and value of your investment may be adversely impacted.

Diversification or Concentration Risk

If your portfolio is not well diversified, its value may fluctuate significantly.

When your portfolio has limited exposure across different investments, sectors, or asset classes, a negative market movement affecting one particular investment or category may cause a significant drop in the overall value of your portfolio.

Foreign Exchange or Currency Risk

When you exchange currencies or invest in markets denominated in a foreign currency, you are exposed to fluctuations in the value of the Australian Dollar (AUD).

If your investment or its returns are held in a foreign currency (such as Indian Rupees, INR), and the exchange rate moves unfavourably, the value of your investment or withdrawal amount in AUD may decrease.

Currency movements — including changes in the AUD–INR exchange rate— can therefore positively or negatively impact your investment returns.

Investment Option Risk

The investment you choose may not perform as expected and could decline in value, resulting in a potential loss of capital.

This risk relates to factors specific to the company or fund that issued the investment — such as management decisions, market conditions, regulatory changes, or poor performance of the underlying assets. These factors may cause your chosen investment to underperform or lose value permanently.

There are several ways this risk may arise — for example, through misconduct, error, or poor decision-making by individuals whose actions affect the financial performance of your investment, or through the departure of key personnel within the organisation you've invested in.

Conducting proper due diligence— such as reviewing company reports, disclosure documents, and fund materials is important to help you understand the specific risks associated with each investment before making a decision.

Liquidity Risk

Liquidity risk arises when you're unable to sell or withdraw from an investment quickly or at a desired price.

There may be times when an investment cannot be sold within a reasonable time frame, or you cannot access your funds as quickly as you'd like (or at all). This may occur if:

- The company or fund you've invested in enters insolvency, administration, or receivership, or
- Market conditions reduce the number of potential buyers, making it difficult to sell your investment at fair value.

Such situations may delay or limit your ability to withdraw funds or reinvest as planned.

Market Risk

Market risk refers to the possibility that movements in the broader market may cause the value of your investments to rise or fall.

When markets fluctuate, your investment or portfolio may be affected — sometimes significantly. Market risk can impact an entire sector, asset class, jurisdiction, investment manager, or investing style.

In some cases, this may cause an investment to lose significant value or become less liquid.

These market movements can be triggered by a range of factors, including:

- Political, legal, or economic changes, such as inflation or interest rate fluctuations.
- Government policies and regulatory changes, including taxation or foreign investment rules.
- Social, environmental, or global events, such as pandemics, military conflicts, natural disasters, or climate change.
- Technological developments or disruptions affecting industries or markets, both in India and overseas.

Regulatory Risk

Changes in laws, regulations, or tax requirements can impact the returns and performance of your investments.

Both Indian and overseas regulatory or tax changes may affect your investment outcomes. Adjustments to government policies, financial regulations, or taxation rules — including those that apply to foreign investments or currencies — could reduce returns or increase costs.

Because foreign laws and market rules may differ from Australian requirements, it's important to understand the regulations that apply to each investment you make.

If you are unsure how your investments may be impacted by regulatory or tax changes, we recommend you seek independent financial or tax advice tailored to your objectives, financial situation, and needs.

Trading Risk

You may not always be able to buy or sell investments or currencies at the time or price you want.

Trading activity may be affected by:

- Investment Provider requirements or restrictions, or
- The suspension or closure of trading in a particular investment or managed fund.

In some cases, a fund manager or responsible entity may suspend withdrawals, meaning we cannot redeem your investment during that time. Such trading suspensions or delays can occur unexpectedly, may last for extended periods, and can impact your ability to access or sell your investments when you wish.

USING OUR APP INVOLVES RISK

In addition to the general investment risks described above, there are also specific risks associated with using the Indus app.

These risks relate to the way our technology, systems, and services operate and may impact the performance or accessibility of your portfolio and returns.

Outlined below are some of the key app-specific risks you should be aware of when investing through Indus.

We Rely on Others to Support Us

As outlined earlier in these Terms and Conditions, Indus relies on third-party service providers to help deliver our app and related services to you.

There is a risk that an event affecting one or more of these third parties, such as a system outage, operational failure, or service disruption — could temporarily prevent us from delivering services, or limit your ability to access the app, make transactions, or manage your investments. This could negatively impact your portfolio or delay certain activities.

We take steps to manage and monitor these risks, including through careful selection, oversight, and communication with our third-party providers. However, we cannot eliminate this risk entirely.

Even though Indus enters into agreements with its service providers to ensure they understand their responsibilities, there remains a risk that they or the providers who support them may fail to perform their obligations. This could affect your ability to access your Account or Wallet, exchange currency, or sell your investments held through the app.

The Money in Your Wallet and Investments in Your Portfolio

You are the beneficial owner of both the money held in your Wallet and the investments in your Portfolio, as these are held on your behalf through Indus and third-party custodial arrangements as part of the services provided.

When you deposit money into your Wallet, you are providing funds to be used for investment through Indus. You do not acquire an interest in the app itself.

Except as permitted under your agreement with us — for example, to deduct applicable fees or charges, Indus is not authorised to use or deal with the money or investments held on your behalf. These funds and investments remain your property at all times.

How Does Our Insolvency Impact You?

Because your money and investments are held through operational and custodial arrangements, they cannot be used to pay our debts or the debts of any third parties. Likewise, our creditors do not have access to your Wallet funds or investments held on your behalf.

If Indus or any third party involved in managing your investments were to become insolvent or materially default on its obligations:

- We (or others involved) may cancel any unsettled Orders or Trades and suspend further trading.
- If a third party holding your money or investments becomes insolvent or defaults, Indus will use reasonable efforts to enforce our rights under applicable contracts and laws to protect your interests.

While these measures aim to safeguard your assets, please note that delays or losses may still occur in the event of insolvency or third-party failure.

Sometimes Our app Might Not Function as Planned

We work hard to maintain a reliable and secure app, but like all technology-based services, it may not always function perfectly.

As a fully digital, paperless service, Indus is exposed to systems risk— the risk that parts of our IT infrastructure, software, or telecommunications systems (including internet connectivity) may fail, be interrupted, or perform unexpectedly.

Potential causes of such issues include:

- High trading demand or capacity constraints, particularly during periods of market volatility.
- Unauthorised access, cyberattacks, or viruses.
- Hardware or network failures, or other third-party disruptions affecting system performance.

These risks may temporarily impact your ability to access the app, view your Portfolio, or execute transactions.

We rely on the smooth and consistent operation of our technology and systems to deliver our Services and keep the app available to you.

If a systems issue or disruption occurs, such as a technology or telecommunications failure, we may be unable to provide full access to the app or process transactions as normal.

This could temporarily affect your ability to:

- Access your Account or Portfolio,
- Place or manage trade Orders, or
- View or update your investment information.

While we take measures to minimise these risks, system interruptions may occasionally occur, and your ability to transact may be affected until normal service resumes.

We cannot and do not guarantee that the Indus app will always be error-free, fully up to date, secure, or continuously available.

To the extent permitted by law, we provide our app and Services on an “as is” basis, without any warranty of any kind— express or implied.

This means that, while we take all reasonable steps to maintain a reliable and secure service, you use the Indus app at your own risk.

There May Be Times When We Suspend Your Access to the app

We may temporarily suspend your access to, or use of, all or part of the Indus app if we are required to do so or if we believe it is reasonably necessary.

For example, we may suspend your access:

- For technical or regulatory reasons, including where required by law or a regulatory authority.
- During emergencies or periods of exceptional trading activity.
- If we believe it is necessary to protect investors or the integrity of the Indus app.
- To ensure the continued availability and stability of our services for you and other investors.
- Where a third-party service provider's systems (such as payment or trading partners) are not operating properly.
- To maintain, repair, or upgrade our systems or infrastructure.

This may include, for example, temporarily suspending access to certain account information or trading functions, or limiting activity to only allow buy Orders or sell Orders.

Such a suspension may apply to all investments on the app or be limited to specific investments, depending on the circumstances.

Our App Will Need to Be Updated

Like most mobile applications, we may occasionally require you to install updates or upgrades to the Indus App. These updates may be introduced to improve user experience, add new features, enhance performance, or deploy important security fixes.

When an update becomes available, you must follow the instructions we provide to continue using the app.

If you do not install required updates, we may limit or restrict access to certain features, suspend your Account, or, in some cases, close your Account to maintain security and system integrity.

Unauthorised Access to Your Account May Affect Your Balance

We take steps to protect your Account from unauthorised access, including using secure technology and verification measures. However, if an unauthorised person gains access to your Account, whether through fraud or because you shared your login details, your Wallet balance or Portfolio may be negatively impacted.

To help protect your Account:

- Do not share your password or login details with anyone.
- Update your password regularly and use strong, unique credentials.
- If you suspect your Account has been compromised or accessed without permission, contact us immediately so we can take appropriate action to secure it.

Our Offering May Change

We may, at times, decide or be required to change, update, or discontinue certain aspects of the services or functionality offered through the Indus app.

In the future, Indus may be replaced as the operator of the app, or there may be changes to the third parties or service providers who support us and the roles they perform.

Section 7 of these Terms and Conditions outlines how and when we will notify investors about any such changes.

Operational Hiccups or Errors May Occur

There is a risk that an instruction you give us may not be processed or executed correctly due to an error, issue, or system failure, either on our part or by a third-party service provider.

If we make a mistake, we will take reasonable steps to correct it and aim to restore you to the position you would have been in had the error not occurred.

While we work to minimise operational risks, delays or errors may occasionally occur, and we appreciate your understanding should such situations arise.

Delisted or Unavailable Investments

An investment you hold through the Indus app may, at times, be delisted or become unavailable to hold through our services.

If this happens, we will usually notify you in advance so you can decide whether to sell the investment or, if possible, transfer it before it becomes unavailable.

If you continue to hold an investment in your Portfolio after it is, or is about to become, ineligible to be held on the app, we may sell the investment on your behalf and credit the proceeds (less any applicable fees and taxes) to your Wallet.

This may occur, for example, if your investment is delisted or transferred from a securities exchange, we currently support to one that we do not support, or if we make a commercial decision to no longer offer or support that particular investment on the Indus app.

We Make Information Available to You

We provide certain types of information to help you use the Indus app effectively, however, there are limits to the type of information we provide.

We don't provide personal financial, tax, or legal advice.

Any information we share with you is general in nature and does not take into account your personal objectives, financial situation, or needs.

If you're uncertain about investment risks, tax or legal implications, or need help making a decision related to your personal circumstances or Portfolio, you should seek advice from a qualified financial adviser, tax adviser, accountant, or lawyer before taking action.

We may provide general investment information, referred to as Market Information.

We may display, curate, or create general investment information and tools, such as investment definitions, pricing data, market news, performance information, calculation tools, and investor resources (including product disclosure statements) through the Indus app and Website to help you stay informed about market activity and investment trends.

We refer to this as Market Information.

- We either own the Market Information or are licensed to use it from third-party suppliers.
- Market Information is general in nature and does not constitute personal financial advice.
- It is provided solely to assist you in making your own investment decisions and must not be shared, copied, or reproduced without permission.

- Some Market Information may be subject to additional terms or conditions, which you must agree to before accessing it.
- Any returns or performance information displayed on our app may be estimates, calculated using the most recent available prices or exchange rates.
- We do not guarantee continuous, uninterrupted, or real-time access to Market Information, and we may change or stop providing such information at any time without notice or explanation.

We are not responsible for any investment outcomes or changes in the value of your Portfolio, including where you have relied on Market Information provided through the Indus app or Website.

You should not rely solely on the Market Information provided through the Indus app when making financial or investment decisions.

We make no promises, guarantees, or warranties about the accuracy, completeness, or timeliness of Market Information. We are not responsible for any loss or change in value of your investments that may result from the unavailability, delay, inaccuracy, or incompleteness of Market Information, or from any decisions made using that information.

We provide a customer-directed investment service and do not provide portfolio management services.

We do not offer discretionary investment management— all actions are carried out based on your instructions or in accordance with your agreement with us.

4. Using Our app

THE INS AND OUTS OF YOUR INDUS WALLET

Your Wallet is the part of our app where you can see how much available money you have, to either make an investment or withdraw from the app.

There are several key actions that involve your Wallet:

Topping up

You'll need to have money in your Wallet before you can place an Order.

Changing currency

Indus automatically converts your funds from AUD to INR when you make a deposit. Exchange rates and fees may apply.

Investing

You can use the money in your Wallet to place Orders for investments available on our app.

Selling

When you sell an investment on our app, the proceeds from the sale will be added to your Wallet.

Withdrawing

Subject to our terms, you can withdraw the money in your Wallet to your nominated Australian bank account.

TOPPING UP YOUR WALLET

You can deposit money into your Wallet using any of the payment methods available on the app. We may place restrictions on certain payment methods, including limits on the types of accounts you can use to top up.

The minimum deposit is \$0.01 AUD, although not all payment methods may support this amount. You can add funds to your Wallet only in Australian Dollars (AUD).

You must have sufficient funds in your Wallet to complete a transaction, cover any pending Orders, and pay any applicable fees, costs, or other amounts owed under your agreement with us. We may delay processing your Order until there are sufficient funds in your Wallet. We are not responsible for any loss in value or potential gain resulting from such a delay.

When you sell an investment, the proceeds from the sale will be credited to your Wallet.

The balance in your Wallet may be positive, negative, or zero. If your Wallet has a negative balance and you top up or sell an investment, the funds will first be applied to reduce or clear that negative balance.

To help protect you, us, and our community, we have certain restrictions in place to help prevent financial crime:

- If you top up your Wallet but don't make any trades and wish to withdraw your funds, you may be required to withdraw to the **same debit card, credit card, or bank account** you used to top up.
- We may set **limits on the amount** you can top up using a debit or credit card within a given period.
- We may require you to **top up from or withdraw to a local bank account** held in your own name, either as a one-off verification or as an ongoing requirement.

What if Indus can't tell which Account your money should go to?

- If you provide the wrong reference details when adding money to your Wallet, we might not be able to identify which Account the funds belong to. Please contact us as soon as you realize this has happened.
- If we can't identify which Account the funds should go to, we may hold the money while we try to contact you and determine the correct destination. If we don't hear from you or can't identify the rightful Account after a reasonable period, we may return the funds to the source account. Any interest earned on the money while it's held will be retained by us.

What if money is added to my Account by mistake or unintentionally?

- If money or investments are incorrectly added to your Wallet or Account due to an error or other unintended reason, you agree that we may remove those funds or investments at any time to correct the error.
- If you have already withdrawn, invested, or traded using those funds or investments, you must, upon our request, repay or return an amount equal to the value of the money or investments that were incorrectly added to your Account.

CHANGING CURRENCY

Changing or exchanging one currency for another, such as Australian Dollars (AUD) for Indian Rupees (INR), happens automatically when you invest through Indus. This process allows your AUD balance to be converted to INR to complete your investment. FX fees may apply per [Section 5](#).

All deposits and withdrawals remain in Australian Dollars (AUD), and you can view your converted investment value directly in your Wallet.

Things to know about our currency conversion services

- When you invest through Indus, your AUD balance is automatically converted to INR to complete your investment — you don't need to submit a separate FX Order.
- An FX fee is applied to all currency conversions.
- Once you confirm an investment, it can't be changed or cancelled after submission.
- The conversion rate is determined at the time Indus converts your funds and the rates displayed may be indicative only.
- When you withdraw funds, the proceeds are automatically converted back to AUD.
- All deposits and withdrawals on the app must be made in Australian Dollars (AUD).
- We may cancel or reverse a conversion or any related investment at our discretion — for example, if an error occurs or if an unexpected issue arises with a third party involved in processing the conversion.
- You agree that all currency conversions on the app occur only for the purpose of making or settling investments, or for withdrawing funds from your Wallet.

WITHDRAWING FROM YOUR WALLET

You can withdraw money from your Wallet by logging into your Account and following the steps on the withdrawal page.

- Withdrawals will be paid to your nominated Australian bank account. We may restrict the types of bank accounts that can receive withdrawals to help protect you and us. For example, your nominated account may need to be a local account held in your own name.
- We may ask you to provide additional information and may restrict withdrawals while we wait to receive it.
- If your Wallet balance is less than \$0.01 AUD, you won't be able to withdraw that amount.
- If your Wallet contains non-transacted gift or promotional code amounts that weren't directly deposited from a bank account in your name, we may restrict you from withdrawing those funds. We may also cancel any unused promotional code values in your Wallet, whether new or existing, 12 months after they were added.
- When transferring money into or out of our app, you must do so only for the purpose of buying or selling investments (or withdrawing funds that were used for that purpose). We may close your Account if we reasonably believe the funds are being transferred for any other reason.
- We may deduct amounts from your Wallet balance from time to time, in accordance with your agreement with us. This is generally how we collect fees and costs associated with your use of the app.
- Your Wallet may occasionally show a negative balance. This can happen if you owe money to Indus and your available Wallet balance isn't enough to cover the amount owed. For example, this may occur if a fee, tax, or charge related to a trade wasn't deducted at the time of the transaction. We may deduct that amount later, which could result in a negative Wallet balance. Similarly, if we deduct third-party plan or subscription fees you've agreed to pay, this may also cause your Wallet balance to become negative or increase an existing negative balance.
- If your Wallet has a negative balance, you won't be able to place any new buy Orders that would increase that negative balance unless we allow it. We may also restrict your access to certain Services until you've added enough funds to your Wallet to bring the balance back to zero or positive.
- If you owe us money, we'll send you a notice requesting payment.
- If your Wallet has a negative balance and you add or receive funds, those funds will be automatically applied to offset the negative balance.
- If you still owe us money after we've given you reasonable notice to make payment, we may:
 1. Use the funds in your Wallet to recover the amount owed (including converting currency to AUD first, if required).
 2. Sell or otherwise deal with your Investments in your Portfolio and use the proceeds to pay the outstanding amount.
 3. Set off any money you owe us against any money we owe you.
 4. Cancel or suspend your access to our app and/or any of your Orders, without any liability to you.
 5. Register a security interest or lien over your Investments.
 6. Take legal action to recover any outstanding debt, including any costs or expenses we incur in doing so.

- Your Wallet balance may show expected funds from a sell Order (after applicable fees and charges) before that Order has fully settled. Where this is allowed, we may restrict your ability to withdraw or reinvest some or all that money until the settlement is complete.
- Your rights to withdraw or redeem an investment made through the app may differ from the rights you would have if you invested directly in that Investment.

ROUNDING

We apply rounding to decimal places for amounts and values in your Wallet and Portfolio. Rounding is also applied to amounts involved in fee calculations (both inputs and results). Depending on the situation, we may round up or down, which can slightly increase or decrease the final amount. The number of decimal places we round to will vary depending on the context and the type of transaction.

INVESTMENT INCOME GOES INTO YOUR WALLET

If your investment earns money, for example, through a sale, we'll deduct any applicable fees, costs, or taxes, and then credit the remaining balance to your Wallet.

There may be a delay between your investment earning money and that money appearing in your Wallet. This can happen due to processing times, either ours or those of the relevant exchange, investment provider, or bank. The length of the delay may vary depending on the specific investment or exchange involved.

In some cases, you may not receive any money in your Wallet from a completed sell Order if the net proceeds (after applicable fees, costs, and taxes) are too small to be credited.

If your consent is required to receive any money or income from an investment, you agree that we may provide that consent on your behalf.

INVESTING WITH INDUS

In simple terms, to invest on our app you:

- Browse the available investments listed on our app.
- Select the investment you want to buy and place your Order.
- We'll process and complete your Order as soon as possible.
- When you're ready, you can sell your investment through the app.

INVESTMENTS AVAILABLE VIA THE APP

Currently, Indus offers access to a range of mutual funds through our app.

- We make available Indian mutual funds that meet the requirements of our Policy. While this policy is internal, you can contact us for more information about our selection process. A full list of available mutual funds can be found in our mobile app and on our website.
- We may update or change the range of investments available on our app from time to time. If a change has a material adverse impact on you, we'll let you know.
- From time to time, we may offer access to new or alternative investment options through the app. In all cases, Indus acts as an intermediary, not as the issuer or offeror of these investments.

YOU TELL US WHICH INVESTMENTS YOU'D LIKE TO BUY

Once you've found an investment you'd like to invest in, you can instruct us to arrange the purchase by placing a buy Order through our app.

For reference, if you choose to sell units in a mutual fund that you hold through our app, that's referred to as a 'sell Order'.

When you place a buy Order, there are a few things to keep in mind:

- You must have enough money in your Wallet to cover the investment amount, plus any applicable fees and costs for that transaction.
- It's your responsibility to review the relevant disclosure materials for the mutual fund you're investing in.
- The decision to invest is entirely yours. Indus does not provide personal financial advice or make specific investment recommendations.

WE DO OUR BEST TO COMPLETE YOUR ORDER (IN ACCORDANCE WITH OUR AGREEMENT WITH YOU)

When you place an Order, we'll work with the relevant fund managers and service providers to carry out your Order, as long as it's in accordance with our agreement with you.

You agree that we may:

- Complete a buy or sell Order either directly through Indus or by working with third-party fund managers or service providers.
- Act for you as both the buyer and the seller in a transaction.
- Act for the other party involved in a trade you've instructed us to make.
- Buy or sell for our own account in any trade carried out through the app.
- Accumulate or bundle Orders together with those of other investors when processing transactions.

- Delay acting on your Orders for any reason, including market conditions, processing requirements, or compliance checks.
- Limit your Orders or Trades by number or value, for example, by setting a daily investment limit.

YOU MIGHT CHOOSE TO SELL YOUR INVESTMENT

When the time comes, you may decide to sell a investment.

- To sell an investment, you must hold units of that fund in your Portfolio.
- You can instruct us to sell your investment by submitting a sell Order through the app.
- Indus does not provide recommendations or advice on when or whether you should sell your investments.

CANCELLING YOUR ORDER

In some cases, you may be able to cancel an Order you've placed. Where this is possible, you can do so directly from your Account on our app.

You can't cancel any part of an Order that has already been processed or executed (i.e. has become a Trade).

We don't guarantee that you'll be able to cancel an Order before it becomes a Trade.

WE MIGHT CANCEL OR DELAY YOUR ORDER OR TRADE

In some situations, we may refuse to act on, delay, or cancel all or part of your Order or Trade, and we're not required to provide reasons for doing so.

It may be reasonable for us to refuse or cancel an Order or Trade if we believe any of the following apply:

- It would breach our Terms or any applicable law.
- Cancellation is required or permitted under fund or market rules.
- A fund manager or third-party provider recommends or requires cancellation.
- The Order contains, or is based on, an obvious error.
- The Order could affect market stability or system integrity.
- A third-party service provider (such as a fund manager, custodian, or bank) restricts or suspends the relevant investment.
- We suspect a security breach or unauthorized access to your Account.
- The Order includes parameters or prices that are unreasonable or outside normal trading conditions.
- Any other reasonable circumstance exists that justifies cancelling or delaying your Order or Trade.

CANCELLATION FEES AND OTHER CONSEQUENCES OF CANCELLATION

- When an Order is cancelled, we aim to make the money available in your Indus Wallet as soon as possible.
- If the cancellation occurs when the market is closed, the funds will typically appear in your Wallet when the market next reopens.
- The money will be returned to your Wallet in INR, which is the currency used when placing your investment, minus any applicable investment fees.

- If you notice an error, you must let us know as soon as possible, and in any case within two days, by contacting us through the app chat or via our website. You must take all reasonable steps to minimize any potential Loss to yourself or others.
- You agree to reimburse us for any Loss (including that of our related parties or service providers) arising from errors in your instructions. We may deduct the amount of that Loss from your Indus Wallet, even if this causes your Wallet to have a negative balance.
- You also agree that we may convert and deduct funds from any currency held in your Wallet, including applying any associated fees or costs, to recover the Loss.

PROCESSING TRADES

We'll confirm your Trades by sending you a trade confirmation notification.

It's your responsibility to promptly check that all Trade details are correct.

- Review your trade confirmations as soon as you receive them to ensure the information is accurate.
- If you believe a Trade is incorrect in any way, you must contact us as soon as possible, and no later than two days, via the app or our website.

We send you confirmation when your Trade is complete.

- You agree that our service is paperless.
- Information about your Account, trading activity, investments, and tax will be made available to you through our app or by email, at our discretion. We do not send paper statements.

WHAT HAPPENS IF YOU DON'T GIVE US WHAT WE NEED TO SETTLE A TRADE

- If we're unable to settle or deliver investments on time because you've failed to take a required action or have taken an action you shouldn't have, we may, where possible, cancel the Trade, buy back, sell, or take possession of the relevant investments involved.
- We may also register a financing statement or security interest over those investments on the Personal Property Securities Register (PPSR).
- You must immediately pay any direct or indirect Loss we incur as a result of your actions or inaction.

SETTLEMENT

- 'Settlement' refers to the point at which ownership of an investment is transferred, and we receive the investment units or funds to hold on your behalf.
- We're not responsible for any Loss caused by delays in settlement that result from circumstances beyond our control or the failure of any party (including you) to complete the necessary steps for settlement on time.
- We arrange Trades for you solely as your agent, though we may also act as principal in a Trade where applicable.
- Your Portfolio may be updated to show a completed Order shortly after a Trade is executed, but before final settlement. In some cases, we may need to wait for the fund manager or investment provider to confirm settlement before updating your holdings.

- You'll begin receiving the benefits of holding an investment once we've received confirmation that your Order has been completed. From that point, the investment will be included in the valuation of your Portfolio.

THINGS CAN CHANGE WITH YOUR INVESTMENTS

Investments can be affected by various factors. For example, they may:

- Go up or down in value depending on market performance.
- Be restructured, for instance, through mergers, consolidations, or changes to the fund's structure or management.
- Provide voting rights in certain cases, depending on the fund's terms.
- Offer additional rights or entitlements, such as distributions or participation in new fund offerings.
- Be closed, merged, or withdrawn by the fund manager, which may affect your holdings.

Corporate Actions (including capital raising and voting rights)

If an investment offers rights such as voting or participation in a capital raise, Indus may or may not make these rights available to you. Where participation is offered, it may be subject to additional terms or conditions imposed by the investment provider or by us.

Indus has a Voting Policy that sets out when voting rights may be passed on to investors. We do not typically offer voting rights through the app unless required by law or outlined in our Voting Policy. A copy of this policy is available on our website.

If we require your instructions for any corporate action or voting matter, we will notify you and request your response.

5. Fees and other costs

The following information shows the fees and other costs that you may be charged when you use Indus. These fees and costs may be deducted from your Indus Wallet, from the returns on your investment, or from the assets of the underlying Indian mutual funds.

You should read all information about fees and costs carefully, as they will affect your investment returns.

The fees set out in this section relate only to the use of the Indus app. They do not include fees charged by Indian mutual fund providers, whose fees are built into the unit price of each fund.

Unless stated otherwise, all fees include GST (where applicable).

FEES AND COSTS SUMMARY

The table below provides a summary of the main fees and costs that apply when using Indus.

Type of Fee or Cost	Amount	How and When Paid
Ongoing fees and costs	Not applicable	Indus does not charge ongoing administration or account fees.
FX Conversion Fee	1% of the conversion amount	Automatically applied each time funds are converted between AUD and INR (deposits or withdrawal). The fee is included in the FX rate provided.
Transaction Fees (buying/selling mutual funds)	Nil	Indus does not charge brokerage or transaction fees.
Withdrawal Fees	Nil	No fee is charged when withdrawing to an Australian bank account.
Tax Difference Fee (only if applicable)	Variable and apportioned	Applies only where the Indian fund's actual tax liability is lower than the total tax deducted from all customers. The difference is apportioned proportionally across customers based on their share of total tax deducted. The amount apportioned to each customer reduces any foreign tax credit they may claim and is treated as a fee retained by Indus.
Underlying Mutual Fund Fees	Varies by fund	Charged by the Indian fund manager, not by Indus. Included in the fund's unit price.

ADDITIONAL EXPLANATION OF FEES AND COSTS

FX Conversion Fee

All investments through Indus are executed in Indian Rupees (INR).

Indus automatically converts AUD → INR when you invest and INR → AUD when you withdraw. A 1% FX conversion fee applies to every conversion.

This fee covers all banking, settlement, and transfer costs.

Exchange rates are based on FX rates received from our banking partners plus the Indus FX fee.

UNDERLYING MUTUAL FUND FEES

Each Indian mutual fund charges its own management fees and operating costs.

These fees are set by the fund manager, not by Indus, and are reflected in the fund's daily unit price.

Customers should review each mutual fund's offer documents for details of such fees.

TAX DIFFERENCE TREATMENT

Indus deducts Indian capital gains tax from each customer based on their individual transactions. The Indian fund pays tax using aggregated FIFO methodology at the fund level.

If the fund's total tax paid is less than the total amount of tax collected from customers:

- The difference cannot be claimed by customers as a Foreign Income Tax Offset (FITO) (if applicable);
- The difference is apportioned proportionally across customers, based on each customer's share of the total tax collected;

- The apportioned amount reduces each customer's available foreign tax credit (if applicable); and
- The apportioned amount is treated as a fee retained by Indus (as it does not represent tax paid on behalf of the customer).
- Indus will never deduct more tax from customers than the total tax paid by the Indian fund.

CHANGES TO FEES

Indus may change its fees, introduce new fees, or vary existing fees from time to time.

If there is a material change, Indus will notify customers at least 30 days before the change takes effect.

Notifications may be made through the Indus app, email, or the Indus website.

EXAMPLE OF FEES AND COSTS

Example: FX Conversion Fee

If you invest AUD 5,000, Indus will convert this to INR.

A 1% FX conversion fee (AUD 50) will apply. This means AUD 4,950 worth of INR (at the FX rates Indus receives from our banking partners) will be available to be invested.

The same 1% FX conversion fee applies when converting INR back to AUD upon withdrawal.

Example: Tax Difference Fee

The Tax Difference Fee only applies if the total tax paid by the Indian fund is lower than the total tax deducted from all Indus customers for the same period.

- Total tax deducted from all customers: AUD 25,000
- Total tax paid by the Indian fund: AUD 15,000
- Difference: AUD 10,000

This AUD 10,000 is apportioned based on each customer's share of the total tax deducted.

If Customer A had AUD 5,000 of tax deducted (20% of the total):

- Customer A's apportioned difference = $20\% \times \text{AUD } 10,000 = \text{AUD } 2,000$.
- Customer A's foreign tax credit would be reduced by AUD 2,000.
- This amount is treated as a fee retained by Indus.

If no difference exists or the fund pays more tax than was deducted from investors, no Tax Difference Fee is charged.

6. Tax information and other reporting

Indus does not provide personal tax advice. You are responsible for understanding your tax obligations and seeking professional advice where necessary.

TAX AND YOUR INVESTMENTS

When you invest in Indian mutual funds through Indus, your investment activity may give rise to tax obligations in both India and Australia.

INDIAN TAX

Indian capital gains tax may apply when you sell (redeem) your investments and is only deducted on realised gains.

- Short-term gains (≤ 12 months): 20%
- Long-term gains (> 12 months): 12.5%
- Additional surcharges and cess may apply

At the end of the financial year, your final tax position is calculated, taking into account total gains and any losses. This means there may be a difference between the tax deducted at the time of sale and your final tax position, and any excess tax deducted will be refunded to you.

Because the Indian fund calculates tax on a different basis (aggregated FIFO rules), the amount of tax actually paid by the fund may differ from the total tax deducted from customers.

Importantly:

- If the fund pays more tax than we deducted from customers, Indus absorbs the difference (customers are not charged).
- If the fund pays less tax than we deducted, the excess is apportioned proportionally and treated as a fee, and customers' foreign tax credits are reduced accordingly (if applicable).

This avoids customers claiming tax credits for tax that was not paid on their behalf.

AUSTRALIAN TAX

You may also have Australian tax obligations, including:

- Australian capital gains tax (CGT)
- Reporting foreign investment income
- Determining whether you are entitled to a foreign income tax offset (FITO)

Indus does not provide advice about these obligations.

TAX STATEMENTS

Indus will provide an Annual Tax Statement for the Australian financial year ending 30 June. We will notify you when your statement is available in the app.

Your tax statement will include:

- Details of your holdings and transactions;
- Realised capital gains and losses;
- Indian tax deducted and paid;
- Any applicable foreign tax credit information;
- Fees or charges deducted (including any apportioned tax-difference fee where relevant).

Where third-party information is required (such as tax reports from Indian fund managers), your tax statement may be delayed until Indus receives the relevant information.

PROVIDING YOUR TAX FILE NUMBER (TFN)

You do not have to provide your TFN, and not doing so is not an offence.

However, if you choose not to provide your TFN or indicate an exemption:

- Indus may be unable to provide all services to you; and
- Certain Australian withholding tax obligations may apply.

ELECTRONIC ACCESS

By using Indus, you agree that we do not provide quarterly paper statements.

Instead, you will have continuous electronic access to:

- All transactions on your investments;
- Deposits and withdrawals;
- Fees and costs deducted;
- Your current Account value and investment holdings;
- The historical performance of your investments.

You are responsible for using electronic access to obtain the information you need for your tax return and records.

7. Contact us and resolving issues

RAISING A CONCERN WITH US

How to lodge a complaint about us or what we offer

We do our best to make sure everything runs smoothly, but if you have a complaint about the operation of our app, please let us know straight away so we can work to resolve it.

We'll review your concern carefully and aim to provide a final response within 30 calendar days.

You can lodge a complaint through the app, via our website, or by emailing our support team.

How you can contact us

You can reach us through any of the following channels:

Website:
www.investindus.com/au

Email :
support@indus.au

Phone:
1800 680 099

Postal Address:
Suite 4.03, Level 4, 56 Clarence Street, Sydney NSW 2000, Australia.

app:
Click the "Contact Us" button in our app to chat to one of our team members

As we operate in the financial services industry, you can contact the Compliance Manager at Sanlam Private Wealth Pty Ltd on:

Email:
compliance@privatewealth.sanlam.com.au.

Phone: (03) 8640 5508

Escalating your complaint

We aim to respond to your complaint within 30 calendar days. If you're not satisfied with our response or proposed resolution, you can escalate your complaint to the Australian Financial Complaints Authority (AFCA), quoting Sanlam's Member Number 14570.

AFCA provides free, fair, and independent dispute resolution services for financial services customers.

Indus, via Sanlam is a member of AFCA. Member # 14570

Website:
www.afca.org.au/make-a-complaint/complain

Email:
info@afca.org.au

Phone:
1800 931 678 (free call)

Mail:
GPO Box 3, Melbourne VIC 3001

Complaints about investments in your Portfolio

If you have a complaint about an investment held in your Portfolio, you can use the same dispute resolution process that the relevant fund issuer makes available to investors who invest directly with them.

If your complaint relates to a financial product that you invested in through Indus, we'll take reasonable steps to assist you and the product issuer in resolving the issue. However, Indus has no control over and is not responsible for how the issuer manages or resolves your complaint.

Complaints about financial advice you received

If you have a complaint about financial advice that was provided, you'll need to raise it directly with the financial adviser who gave you that advice, or with the Australian Financial Services Licensee (AFSL holder) under whose licence the adviser was operating.

Unfortunately, Indus cannot assist with complaints about external financial advisers or the advice they provide, and we are not responsible for their actions or for how they handle complaints.

The Financial Services Guide (FSG) issued by your adviser or their licensee will include details on the appropriate complaint's procedure for these types of matters.

HOW WE COMMUNICATE WITH YOU

Communicating with you about your Portfolio

For any investment held on the app on your behalf, you're entitled to request copies of communications that a direct investor in that investment would normally receive or be able to elect to receive.

You can make this request either for:

- A specific communication, or
- A standing request covering a particular type or class of communications.

To make a request, please contact us via our website or through the in-app chat function.

Once we receive such a request, we'll provide the requested information as soon as practicable after it becomes available to us.

Communicating with you

We notify you electronically.

We'll send you notices and communications electronically — either by email (including attachments), text message to the mobile number you provided during sign-up, or direct message through our app, accessible within your Account.

By opening an Account, you agree that we may communicate with you through one or more of these electronic methods, as determined by us.

We won't send physical mail or printed copies unless we're legally required to do so.

WHEN AND HOW WE MAKE CHANGES

We aim to keep our app and services up to date so we can continue to provide a high-quality experience for all our investors. This may mean we sometimes need to make changes. For example, we might:

- Improve or update the app to enhance performance or functionality.
- Change or replace third-party providers or service partners who support us.
- Update fees or costs payable by investors, including where our operating costs increase or other business reasons arise.
- Amend our agreement with you to reflect changes in how we manage or operate our business.

Where the change is not materially adverse

If the information in these Terms and Conditions changes and the update is not materially adverse from the perspective of a reasonable investor, we'll notify you by posting a notice in the Disclosures section of our website at www.indus.au/disclosures.

Within that section, you can also view details of past updates of this kind. You may request a copy of any such update free of charge by contacting our Investor Care team.

Examples of updates we may notify you about via our website include:

- Adding new mutual funds or investment options available through the app.
- Making enhancements or improvements to our app's technology or features to improve your investing experience.

Other changes

If we need or decide to make a change to any part of our services that is or could be materially adverse from the perspective of a reasonable investor, we'll provide you with updated documentation explaining what is changing and when, at least 30 days before the change takes effect.

We may provide this notice via your Account on the app, by email to the address you provided at sign-up, or in any other legally permitted way, at our discretion.

Examples of changes we would notify you about at least 30 days in advance include:

- Increasing a fee we charge for using our services.
- Introducing a new fee.
- Discontinuing a app feature that you currently use.
- If you continue using our app after the effective date of a change that we've notified you about in accordance with our agreement, you'll be deemed to have accepted that change.
- If you don't agree with a proposed change, you'll need to stop using the app and close your Account before the change takes effect.

8. Goodbye: Closing your Account

CLOSING YOUR ACCOUNT

You can request to close your Account at any time by giving us notice through our app.

- If you have investment income due, your Account may need to remain open until the payment is credited to your Wallet.
- If you hold an investment that is subject to a trading halt or restriction, you may not be able to close your Account until that investment can be sold or the restriction is lifted.

We can close or suspend your Account immediately in some circumstances

Without limiting our other rights or remedies, we may close or suspend your Account immediately by giving you written notice if any of the following apply:

- You fail to pay any amount due within 7 days after receiving written notice (or within a longer period if required by law).
- You breach our Terms, and the breach either cannot be remedied, or you fail to remedy it within 7 days of being notified in writing (or within a longer period if required by law).
- You are declared bankrupt, become subject to liquidation or insolvency proceedings, or are otherwise unable to pay your debts as they fall due.
- You breach our code of conduct, or provide false, misleading, or deceptive information to us.
- We have reasonable grounds to believe you have committed, or are about to commit, a criminal offence.

- We have reasonable grounds to believe your Account security has been compromised or there has been, or is likely to be, unauthorised, fraudulent, or illegal use of your Account (including suspected money laundering or other financial crime).
- We are required by a regulatory authority, by law, or at the request of a service provider to close your Account or suspend our app.
- You fail to provide information we request, or you no longer meet our eligibility criteria to open or maintain an Account.

If we close or suspend your Account for any of the reasons above, you must pay any costs or expenses associated with the closure or suspension.

We are not responsible for any loss you may suffer because of closing or suspending your Account in accordance with our agreement with you.

We can close your Account on 30 days' notice

We aim to support your investing journey for the long term, but we also need the flexibility to **close your Account if we choose to**.

We may **close your Account by giving you 30 days' written notice**, for any reason. We are **not required to provide an explanation** for our decision.

What if we can't get in touch with you?

If we believe we've **lost contact with you**, we'll make reasonable efforts to **get back in touch**.

If we're unable to reach you and continue to hold **money or investments** on your behalf, we'll handle them in accordance with **Australia's unclaimed money laws**.

We'll hold any such **funds or assets for at least 6 years** after losing contact, or for any other period **required by law**, before taking further action under the relevant legislation.

For unclaimed monies, after 6 years, we will transfer any funds held on your behalf to the relevant state or federal government authority in accordance with Australian unclaimed money laws.

Where permitted by law, we may instead transfer unclaimed amounts of \$10 or less to a registered Australian-based charity. If your funds are transferred to a charity, you will no longer be entitled to claim that money from us.

For unclaimed securities, after 6 years, we may transfer the holdings to ASIC or another authorised entity as required by law. In some cases, and where permitted, we may sell your securities and transfer the proceeds in line with applicable unclaimed monies legislation.

We may hold unclaimed funds or securities for a shorter period than 6 years if permitted under relevant laws or regulations.

WHAT HAPPENS WHEN YOUR ACCOUNT IS CLOSED

Whether your Account is closed by you or by us, the following may apply. By requesting or agreeing to the closure of your Account, you authorise us to take the necessary actions, including instructing third parties, such as the relevant investment providers to complete these steps.

We may cancel or complete any outstanding Orders

If your Account is closed or in the process of being closed, we may, at our discretion, cancel or complete any pending or incomplete Orders.

If you haven't already sold your investments, we may sell them at the prevailing market rate during the account closure process. The proceeds from the sale, after deducting our fees and any applicable taxes, will be credited to your Wallet.

You will be responsible for any tax consequences that arise because of these sales.

We may make transfers

After selling any remaining investments, we may transfer the balance of your Wallet (less any applicable fees, taxes, or amounts owed to us) to your nominated bank account.

At your request, we may, but are not obligated to, agree to transfer some or all your investments outside the app to your personal investor or shareholder account.

What if you have other Accounts or try to open a new Account?

We may suspend or close any additional Accounts you create or decline any new Account applications you submit in the future, at our discretion.

What if money arrives after your Account closes?

If any money related to your investments arrives after your Account has been closed, we'll make reasonable efforts to arrange payment of those funds to you, usually by transferring the amount to your nominated bank account.

What happens to your personal information after your Account closes

Please refer to our Privacy Statement for details about how we handle and retain your personal information after your Account is closed.

If you owe us money, you must pay us

You agree to pay any money you owe us. If we agree to close your Account while there's still an outstanding balance, or if we choose not to immediately enforce a debt, this does not waive or forfeit our legal rights to recover the amount owed.

You also agree to pay any fees or costs we incur as part of the Account closure process, for example, costs related to selling your investments, cancelling Orders, or converting currency.

9.Dictionary

The Word	Means
\$	Australian Dollars (AUD), unless expressly stated otherwise.
Account	The account you hold with Indus that gives you access to the app, your Wallet, and your investment holdings.
AFCA (Australian Financial Complaints Authority)	An external dispute resolution service that provides free, fair, and independent reviews of financial complaints.
AFSL (Australian Financial Services Licence)	A licence issued by ASIC that authorises a business to provide financial services in Australia.
AML/CTF Laws	The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and related regulations.
Application	A request you make through the app to open an Account or invest in a financial product.
AUD	Australian Dollar, the base currency used for deposits, withdrawals, and Wallet balances on the Indus app.
Business Day	A Day on which banks are open for business in Australia and India (excluding weekends and public holidays).
Conversion Fee	The 1% fee charged when converting between AUD and INR at the time of deposit or withdrawal.
Disclosures Section	The section of the Indus website where we publish updates, notices, and important information about our services and terms.
Exchange Rate	The rate at which AUD is converted to INR or INR to AUD at the time of deposit or withdrawal.

The Word	Means
<i>Fees and Costs</i>	The charges applicable to your Account, including conversion fees, taxes, and any fund-related costs disclosed in the relevant Product Disclosure Statement (PDS).
<i>Financial Product</i>	Any financial product available through the Indus app, including mutual funds.
<i>Fund Manager / Investment Provider</i>	The issuer or operator of a mutual fund or other managed investment product available through the app.
<i>GST (Goods and Services Tax)</i>	The goods and services tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<i>Indus / We / Us / Our</i>	Indus AU Pty Limited, an authorised representative of Sanlam Private Wealth Pty Ltd, unless the context requires otherwise.
<i>Indus app / app</i>	The online app and mobile app operated by Indus through which you can open an Account, access your Wallet, and buy or sell investments.
<i>Indus Wallet / Wallet</i>	The digital wallet within your Account that holds your available AUD balance for deposits, investments, and withdrawals.
<i>INR</i>	Indian Rupee, the currency used for investments offered through the Indus app.
<i>Investment</i>	Any financial product, such as a mutual fund, that you invest in through the app.
<i>Investor/Customer / You / Your</i>	The individual or entity who holds an Account and uses the app to invest through Indus.
<i>Order</i>	An instruction submitted through the app to buy or sell an investment.

The Word	Means
<i>Personal Information</i>	Information about you that can identify you personally, as defined by the Privacy Act 1988 (Cth).
<i>Portfolio</i>	The collection of investments you hold through your Account on the app.
<i>Product Disclosure Statement (PDS)</i>	A document provided by a fund manager that outlines key information about a financial product, including features, risks, and fees.
<i>Regulatory Authority</i>	Any government agency or body responsible for financial services regulation, including ASIC and AUSTRAC.
<i>Settlement</i>	The process of completing a trade, where ownership of an investment or funds is transferred.
<i>Tax Information</i>	Details about your investments provided to assist you in meeting your tax obligations, such as your annual tax statement.
<i>TFN (Tax File Number)</i>	A personal identifier issued by the Australian Taxation Office (ATO) for tax administration purposes.
<i>Unclaimed Money Legislation</i>	The laws governing how unclaimed or inactive investor funds are managed and transferred after a prescribed period.
<i>Withdrawal</i>	The process of transferring money from your Wallet to your nominated Australian bank account.

