



## Mobile Mutual Funds Platform Terms & Conditions

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Login Terms & Conditions – SC Mobile Mutual Funds platform

*The SC Mobile Mutual Fund platform is a digital portal for mutual fund transactions. The platform is an EXECUTION ONLY portal which is a service that allows for the execution of your order, without receiving any advice about the merits or risks of the investments or their suitability.*

*These Terms and Conditions contain important information regarding the terms and conditions that apply to your use of this SC Mobile Mutual Fund platform. These Terms and Conditions do not contain all risks in conducting Mutual Fund transactions. You should not consider these Terms and Conditions as legal, tax or financial advice. If you want to get more information from us regarding Mutual Fund transactions, you can contact your Relationship Manager or visit any of our branches for further assistance. You should only undertake a transaction if you fully understand the nature of the transaction, related terms and conditions and possible losses that can be suffered.*

By using and accessing this **SC Mobile** Mutual Fund platform, I hereby declare that I have understood and agreed that;

1. *I hereby represent and warrant that all the information I have provided in my Customer Investment Profile that is already available with the Bank is true, accurate, complete and represents valid information that can be used by the Bank as valid proof where necessary and relevant.*
2. I have the legal rights and capacity to apply for / buy / sell / redeem investments in **Mutual Fund** products.
3. *I understand that the Bank has the requisite legal capacity as a distributing agent of mutual funds according to the applicable provisions, whereas the activities in accordance with the applicable laws of Ghana.*
4. A Mutual Fund is an investment product containing risks, is not a Deposit product and is not protected under any government or private protection or compensation scheme. The Bank shall only act as a Mutual Fund distributing agent and it does not guarantee any risks relating to the management of the Mutual Fund portfolio, including the possibility of suffering from a loss of principal. Past performance is not an indicator of investment performance for the future. There is no guarantee on the value of investments and returns due to fluctuations at any time.
5. *I agree and fully acknowledge that the investment in the account are held in My sole risk and that the Bank, its subsidiaries or its associated or affiliated companies shall not be liable in any way for any damages, loss or diminution to such investment in the account.*
6. *Subject to applicable local laws, I hereby consent for Standard Chartered PLC or any of its affiliates (including branches) (collectively “the Bank”) to share my information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I consent and agree that the Bank may withhold from my account(s) such amounts as may be required according to applicable law regulations and directives. I undertake to notify the Bank within 30 calendar days if there is a change in any information which I have provided to the Bank.*
7. *I authorise that the Bank may disclose to any third parties, including but without limitation, to any of the Bank’s associated or affiliated companies, fund managers and other Banks (at which investment account may be maintained) my information regarding my investment information in the course of the Bank’s business.*
8. *I confirm that the source of funds credited for the investment have not been originated or derived from any money laundering or unlawful activities.*
9. *I understand that the Bank provides the following services through the SC Mobile Mutual Fund platform: Placement of instructions to subscribe for / redeem investments in Mutual Funds, Placement of instructions to*

*subscribe for Wealth Builder in Mutual Funds, Accessing details of existing portfolio of investments in Mutual Funds.*

10. *I understand that the Bank will charge a transaction fee no greater than the percentage fee that is stated in the Prospectus for the respective Mutual Fund product that I may be investing in.*
11. *I hereby understand that My subscription/ redemption request will only be processed after the information I have provided fully satisfies all the necessary requirements and upon receipt of cleared funds (for subscription instruction).*
12. *I understand and agree to be subject to the terms and conditions that prevail in the Bank including but not limited to terms and conditions of this product, Investment Services T&Cs and General Terms and Conditions of Account Opening.*
13. I understand that transactions that may have been executed by the Bank under the instructions that I may give through the SC Mobile Mutual Fund platform cannot be cancelled.
14. Any and all instructions I am sending to the Bank through the SC Mobile Mutual Fund platform can be treated the same as written instruction and are a valid proof of my instructions under the relevant laws.
15. The Bank reserves the right to decline my instruction if the Bank believes that this transaction is against applicable laws and regulations.
16. I have read and understood the risks associated with this instruction through SC Mobile Mutual Fund Platform and have agreed that these risks will be my responsibility. I hereby release the Bank from all losses, claims, legal actions, claims, billings, expenses incurred by the Bank in any form and for any reason, which may be related or not related with my instructions. I agree that the Bank is not liable or obliged to provide any compensation for losses or costs incurred due to force majeure which includes but are not limited to natural disasters, riots, bombings, terrorist attacks, wars or armed conflicts, social unrest, sabotage, and demonstrations and government policy.
17. Instructions sent through the SC Mobile Mutual Fund Platform are subject to the Bank's policies. The Bank reserves the right to stop providing this transaction at any time with notice.
18. I agree to be subject to the terms and conditions of the respective products. Should there be any changes to the characteristics of the product from the Investment Managers, the Bank will provide me with information in accordance with the provisions.
19. I agree and understand the Terms and Conditions of Mutual Fund Transaction Instructions as follows:
  - a. Instructions given by me or given using my user ID and/or password will be regarded as instructions made for and on my behalf, which are binding and I will be subject to risks associated with the transaction.
  - b. I have read the documents within the SC Mobile Mutual Fund platform and have understood any and all consequences from investing in Mutual Funds, including but not limited to the benefits, risks, and fees applicable to transactions conducted through the SC Mobile Mutual Fund platform.
20. Concentration by Single Product may result in higher Investment Concentration Risks I acknowledge that I am responsible to check if my cumulative investment in any single product (that is, my order plus current holdings) exceeds thirty percent (30%) of my assets held with the Bank ("Concentration Threshold"). If the Concentration Threshold is exceeded, caution is recommended as highly concentrated portfolios may result in increased volatility and losses of my assets. I acknowledge that the Bank is not responsible for assessing whether my cumulative investment in a single product exceeds the Concentration Threshold and that I should carefully

consider if my cumulative investment in any single product exceeds the Concentration Threshold and whether such investment is suitable for my investment needs.

21. I understand that the SC Mobile Mutual Fund platform may not be used at certain times, particularly during routine maintenance (with prior notice from the Bank).
22. I agree that prior to accessing or using the SC Mobile Mutual Fund platform outside of Ghana, I will ensure that accessing and using the SC Mobile Mutual Fund platform is permitted by the rules and regulations applicable in that country.
23. I agree that the Bank reserves the right to revoke or suspend my right to use the SC Mobile Mutual Fund platform should it be required by applicable laws and/or the Bank's policies.
24. I agree that I will be responsible for maintaining the secrecy and use of user ID and password given by the Bank for the SC Mobile Mutual Fund platform. I will immediately notify the Bank should I become aware of any loss, theft or misuse of my user ID or password. If I do not notify the Bank or do not comply with these Terms and Conditions, I agree to assume all risks and responsibilities for misuse of instructions and I will release the Bank from all losses, costs and expenses incurred in connection with misuse of the instructions.
25. I understand that there may be changes in the price, exchange rate, fee or any other factors that may impact my transaction. The Bank reserves the right to act as per the instructions provided and I will not expect the Bank notify me should the possibility of losses arise due to my instructions.
26. Prior to providing instructions, I will ensure that I have fully understood the financial aspects, fees, commissions or other aspects that I will be responsible for.
27. This agreement is governed by the laws of Ghana.  
These Terms and Conditions are in compliance with the applicable laws of Ghana including any regulations issued by the Bank of Ghana or any other duly authorised statutory body.
28. General Data Protection Regulation (GDPR): I acknowledge that to enable the Bank to fulfil the contract between us for the products or services I have requested, the Bank needs to process my personal data.

*Please click [HERE](#) to understand the purposes for which the Bank process the Client's personal data and who it may be shared with.*