

TERMS AND CONDITIONS

1. Your subscription to the Vetiva Money Market Fund ("the Fund") shall be subject to these terms and conditions as well as the Trust Deed and other Offer Documents relating to the Fund, the rules and regulations of the Securities and Exchange Commission and all applicable laws and regulations.
2. You understand and acknowledge that investment in securities is subject to significant risk and as such, may not be suitable for many members of the public. You should carefully consider whether any investment in securities is appropriate for you in the light of your experiences, objectives, financial resources and other relevant circumstances. You should only subscribe to the Fund if you fully understand the nature of the investments you are making and the extent of your exposure to risk.
3. All payments for subscription in the Fund must be made from your account and not from the account of any other person (including any related party or entity). third party payments made on your behalf will be returned and transfer costs will be charged to you.
4. You warrant that the funds being used for your subscription to the Fund are from legitimate and not directly or indirectly the proceeds of any unlawful activity.
5. In our relations with you, we will rely entirely on the information which you have provided to us. Consequently, you are required to notify us within 7 calendar days if there is a change in any information which you have provided to us.
6. You consent to the use of electronic communication (which includes communication by email or telephone or facsimile). By this consent, you unequivocally agree that we can rely, and act on instructions (including but not limited to orders, investment, redemption, confirmation and funds transfer instructions, investment advice, etc.) transmitted by you to us through any electronic medium and that we shall be entitled to treat such instructions as legitimate and authentic. You also agree that instructions transmitted by electronic communication shall be binding for all purposes, including for purposes of evidence. You irrevocably undertake and warrant that you shall not make any demand or claim or institute any action against Vetiva Fund Managers Limited ("Vetiva" or "the Fund Manager") should you suffer any loss or liability in connection with any communication with you via electronic communication. You acknowledge that there are certain risks associated with conveying instructions via electronic means, including, but not limited to the risk of delay, non-receipt, third party interception/interference, data corruption, etc., and hereby fully waive, discharge and indemnify Vetiva in respect of any loss or damages resulting from any of the risks identified above/from the use of electronic means in communicating with you.
7. We shall not be responsible and hereby disclaim all liabilities, including liability for all and any actual or contingent losses, liabilities, damages and costs (including, without limitation, legal costs) and any expenses of any nature whatsoever, which you or anyone claiming through you may suffer or incur as a result of or in connection with any instruction given by you or any person authorised by you, whether or not such person(s) acted beyond the scope of their mandate from you in giving the instruction. In no event shall Vetiva be liable to you for any indirect or consequential loss or for any loss occasioned by the act or omission of any third party.
8. In the event of death, bankruptcy, liquidation, insolvency or any incapacitation (legal or otherwise), as applicable, our mandate to continue to act on behalf of your account shall continue until instructed otherwise by your lawfully appointed administrators, executors, personal representatives, liquidators, trustee (s) in bankruptcy as the case may be or such other persons duly authorised or appointed to act on your behalf.
9. You agree that Vetiva may disclose information relating to your account to third parties where such disclosure is necessary for our effective performance of this Agreement or for the purpose of complying with any applicable law.
10. Vetiva is committed to providing you high quality service at all times. If, at any time, you are dissatisfied with our services, please do not hesitate to contact us at complaints@vetiva.com. We undertake to look into your complaint carefully and promptly and take necessary steps to resolve any complaint to your satisfaction.
11. We may review, change or amend our terms and conditions from time to time. You hereby accept that any changes to our terms and conditions shall be binding on you upon written notification to you of such changes. You agree that such notification may be sent via post, fax, email or other electronic or communication platform or by posting same on our website.
12. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria and you agree to be bound by the terms and conditions of this Agreement.