



Terms and conditions of the smart+ Service from Self Investor

aberdeenplc.com

Introduction

These **smart+ Terms and conditions** (also referred to as the **Terms and conditions**) set out the terms and conditions upon which **smart+** and **your smart+ service** available through **Self Investor** shall be provided and operated. They form the basis of a legally binding agreement between **you** and **us** together with the following documents:

Terms and conditions of **your** chosen **account(s)**

- **Charges information**
- **Costs and charges disclosure.**

Where there is a difference between these **smart+ Service Terms and conditions**, the terms and conditions of a particular **account** and the remaining document listed above, the terms and conditions of **your** individual **account** will take precedence unless otherwise stated.

There are circumstances where **we** do not accept liability in respect of certain aspects of the operation of **your smart+ service**.

Further, there are circumstances where **you** will be responsible for costs and expenses **we** incur in respect of certain aspects of the operation of **your smart+ service**. Please refer to the following sections for detail:

- 7. 'smart+ charges'
- 18. 'Liability'.

smart+ is a non-advised service. If **you** receive advice from an independent financial adviser in relation to opening an account **you** will be requested to declare this when applying through **our website** and will not be allowed to continue with **your application**.

We may at **our** discretion vary these **Terms and conditions** in accordance with section 17, 'Changes to the Terms and conditions'.

Certain words in these **Terms and conditions** shown in bold have the particular meaning described in section 27, 'Glossary of terms'.

Self Investor is a trading style of **Elevate Portfolio Services Limited**. **Elevate Portfolio Services Limited** provides and operates **smart+** and **your smart+ service**.

We do not provide you with financial advice. If **you** require advice **you** should contact an independent financial adviser. **We** will not be responsible for any advice given to **you** (or, where **you** are provided with non-advised services, any appropriateness assessments conducted with **you**) by any financial or tax adviser nor will **we** be responsible for the cost of any advice.

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1. Fairness of terms

In making decisions and exercising discretions given to us under these **Terms and conditions**, we will act reasonably and with proper regard to the need to treat **you** and **our** other customers fairly.

These **Terms and conditions** will only apply to **your smart+ service** provided they are not held by a relevant court or viewed by the **FCA** to be unfair contract terms or reasonably considered by **us** to be unfair contract terms. If a term is held, viewed or considered to be unfair it will, as far as possible, still apply but without any part of it which would cause it to be held, viewed or considered unfair.

2. The service

Self Investor offers the web based investment service, **smart+**, which lets **you** hold and access a range of **investments** through different accounts such as the **smart+ ISA** and the **smart+ Trading Account**. The **accounts** determine the tax treatment of the **investments** held within them.

The range of **accounts** may be extended from time to time. A **smart+ Cash Account** will be created for **you** as soon as **you** have successfully opened either a **smart+ ISA** or **smart+ Trading Account**. Money can be held in **your smart+ Cash Account** pending investment in an **account**, to pay charges or ready for payment to **your nominated bank account**. **You** can also hold **cash** in each of the **accounts** which is money that is not invested in a **fund**. Any payments **you** make to **smart+**, which have not been directed into a specific **account**, are recorded as **cash** within **your smart+ Cash Account**.

Your money can be held as **cash** in an **account** awaiting investment, whilst keeping its appropriate tax status. **Cash** in an **account** also acts as a collection point for any income generated by **your investments** and for the payment of charges for that **account**.

To invest through **smart+** **you** need to accept these **Terms and conditions**. Each time **you** wish to open a new **account**, we will provide **you** with the terms and conditions relevant to that **account**. **Your** new **account** will not be opened until **you** have made an **application** through **smart+** for that **account** which has been accepted by **us**. Separate terms and conditions will apply to each new **account**.

3. Eligibility

To register and invest with **smart+** **you** must:

- Be 18 years or over
- Be resident in the **UK** or if not
 - either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the **UK**; or
 - be married to, or in a civil partnership with, a person who performs such duties, and is eligible to apply for a **smart+ Cash Account**

It is **your** responsibility to determine whether or not **you** are a **UK** resident

- Hold a valid **UK** bank account; and
- not be a **U.S. Person**

If **your** circumstances, including residency status change, **you** agree to notify **us** of the changes as soon as reasonably possible.

4. Registering with smart+

To register with **smart+** **you** need to:

- Complete and submit an online **application** on aberdeenpersonal.com/en-gb/log-in/self-investor
- Read and accept these **Terms and conditions, Charges information** and declarations as part of **your application**.

Please also read the relevant **investment information**.

Your smart+ service will be opened subject to the Financial Services and Markets Act 2000 (as amended from time to time) and all applicable laws and regulations, verification of **your** identity and **our** approval. **You** authorise **us** to carry out electronic identification checks and, where required, **you** will provide other documentary evidence of **your** identity as requested. **We** will also check the source of money added to your **smart+ service**. **Your smart+ service** is normally opened on the day **your application** is received by **us**. **We do**, however, reserve the right to reject or delay any **application**.

Please note **you** need to have a unique email address to apply for **your smart+ service**.

5. Username and password

You will be issued with a username by email and asked to create a unique password when **you** register with **smart+**. These will allow **you** to log in to **your smart+ service**. Your username and a new password can be requested from **us** by contacting **us** through aberdeenpersonal.com/en-gb/log-in/self-investor.

You must safeguard **your** username and password. For details regarding the safekeeping of **your** security details, see section 23.4 'Security'.

6. Cash, custody and ownership

6.1 Cash held in your smart+ Cash Account

When **you** have successfully invested in either a **smart+ ISA** or a **smart+ Trading Account** **you** will be issued with a **smart+ Cash Account**. Money held within this account represents the payments made into **your smart+ service** that have not been directed into any **accounts**. **Your smart+ Cash Account** can act as an entry point for payments to the **smart+ service** before it is moved into an **account**. It can also act as an exit point for payments to **your nominated bank account**. It can be used by **us** to carry out inter-account transfers on **your** behalf.

6.2 Custody and Ownership

a) Investments

By agreeing to the **smart+ Service Terms and Conditions** and **smart+ ISA Terms and Conditions** and/or **smart+ Trading Account Terms and Conditions** **you** appoint **us** as **your custodian** in respect of **your Self Investor investments**, and grant **us** (or any of **our sub-custodians**) the right to appoint **nominee companies** or **sub-custodians** to hold the **investments**. **Investments** will be held in the name of those **nominee companies** or **sub custodians**, who will also hold any documents of title, such as share certificates, in respect of the **investments** held by them.

Investments may be collectively registered in the name of the **nominee company** by the **custodian**. If this is the case, the **investments** relating to your **smart+ ISA** or **smart+ Trading Account** may not be separately identifiable by certificates or other documents of title or equivalent electronic record from those of other **Self Investor** customers or other customers of **Elevate Portfolio Services Limited**. If the **custodian** defaults, any shortfall in customer **investments** registered collectively may be shared pro-rata amongst those customers.

We undertake regular reconciliations of the **investments** held for **Self Investor** customers. Should **we** identify a discrepancy that results in or reveals a shortfall in those **investments**, unless **we** are justified in concluding that **we** are not responsible for the discrepancy, **we** will cover the shortfall by placing **our** own money into a platform administration general client bank account. This money will then be treated as client money under the **FCA** rules. Once the discrepancy is resolved, **we** will remove the money and place it back into **our** own account.

Where **investments** are held by a **custodian** or **nominee** outside of the **UK**, different **settlement**, legal and regulatory requirements and different practices relating to the segregation of those **investments** may apply.

We will satisfy ourselves that any agents or persons to whom **we** delegate any of **our** functions or responsibilities under these **Terms and conditions** are competent to carry out such arrangements.

b) Cash

Any money recorded in **your smart+ service** will be held with money deposited by other customers of **Self Investor** and **Elevate Portfolio Services Limited**, and will be held by **Elevate Portfolio Services Limited** in one or more general client bank accounts in accordance with the **FCA** rules on client money.

In addition, **we** also operate other general client bank accounts with **our** main banking partner. These consist of investment administration accounts used to make payments for investments, receive proceeds from the sale of investments and receive investment income, and platform administration accounts used to move money to and from **your smart+ service Cash Account** and into/out of **your smart+ ISA** and/or **your smart+ Trading Account**. Using these other accounts helps to ensure that **we** keep accurate records of the **cash** **we** hold for **you**.

We undertake regular reconciliations of the client money held for **Self Investor** customers. Should **we** identify a shortfall, **we** will correct it using our own money.

Your cash holdings are identified and recorded individually only within **our** own company client money records. If the bank that is holding **your** money becomes insolvent, **we** will attempt to recoup **your** money on **your** behalf. However, if the bank cannot repay all the money it owes its clients, this could result in shortfalls in the bank accounts **we** hold at that bank. In this situation, **Elevate Portfolio Services Limited** will treat money held in general client bank accounts with all the banks it uses as pooled and any shortfall will be shared proportionately between **you** and other **Self Investor** and **Elevate Portfolio Services Limited** clients. **Self Investor** will update its records with **your** new reduced cash holding.

Client money may be received by, or transferred to, a third party in the course of operating **your smart+ account**. **We** may transfer some or all of the client money held in **your smart+ cash account, smart+ ISA or smart+ trading account**, to a third party as part of the transfer of all or part of our business to that third party provided that:

- a. the client money relates to the business being transferred
- b. the third party is required to return such money to **you** as soon as practicable at **your** request; and
- c. either i) the monies transferred will be held by that third party in accordance with the FCA's Client Money Rules or ii) the third party will apply other adequate measures to protect those monies.

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the banking partner **we** use to hold client money were to fail. Please see section 26 'Compensation' for more information on the FSCS.

You consent to the release of **your** money, which has been held and where there has been no movement on **your** balance for a period of at least six years (notwithstanding any payment of charges, interest or similar items). **We** will write to **you** at **your** last known address, giving at least 28 days' notice of **our** intention to cease to treat such money as **your** money. If no claim is made in that notice period, **we** will nevertheless retain records of money released and will make good any valid claim against any released money.

6.3 Cash handling

The movement of money held in **your smart+ service** to and from **your nominated bank account** is subject to the operating banks' practices and their clearing processes. **You** can set up a maximum of four external **UK** bank accounts from which payments can be made into **your smart+ service** and nominate one of these accounts for withdrawals (**nominated bank account**). **You** can make payments into **your smart+ service** by **debit card** or by **Direct Debit**. All withdrawals from **your smart+ service** to **your nominated bank account** will be made electronically. If **you** instruct **us** to make a same day electronic payment (CHAPS) **we** will apply a charge, see section 7 'smart+ charges' for further details.

The money in **your smart+ Cash Account** will be deposited with one or more banks which are authorised by the Prudential Regulatory Authority and regulated by the **FCA**. Cash held at banks in accordance with the **FCA's** client money rules is normally available for investment or withdrawal on an instant access basis, however some of **your** money may be held in bank accounts with a notice period of up to 95 days. **We** will manage **your** cash with the aim of delivering an appropriate combination of interest, diversification of risk and timely access to cash. **We** monitor these notice deposit accounts on a daily basis, but in extreme circumstances, it may take up to 95 days for the money to be available for **you**.

6.4 Interest on your smart+ Cash Account

No interest is paid to **you** on money **you** hold within **your smart+ Cash Account**. **We** will retain any interest earned on balances within **your smart+ Cash Account** as set out within **Charges information**. However **we** do reserve the right to deduct negative interest from **your** account.

7. smart+ charges

The rates applicable to all **smart+** charges as described below are made available to **you** within **your Charges information** document.

7.1 smart+ account charges

An **account** charge will apply to each **account** held within **your smart+ service**. This charge covers the cost for **us** to carry out investment transactions on **your** behalf. Each **account** charge will be a percentage charge based on the total value of all **your accounts** excluding any **cash**. It is an annual charge calculated daily and deducted monthly in arrears from the relevant **account**. The first monthly payment of this charge will be due one month after the date when **you** first placed money into **your smart+ service**. Subsequent payments will be taken on the same date of each month.

Further information on the **account** charges can be found within the relevant **account** terms and conditions and **your Charges information** document.

7.2 Other smart+ charges

There are other charges that may apply when investing through **smart+**, these include charges for:

- Same day electronic withdrawal by CHAPS
- Failed **Direct Debit** and/or a returned cheque.

In addition **Self Investor** reserves the right to charge for providing at **your** request documents in paper format that **Self Investor** hold on **smart+**.

Withdrawals to **your nominated bank account** are made electronically by BACS unless requested otherwise. There is no charge for this.

When investing in **funds** through **your accounts**, there will be **fund manager** charges applied to the specific **investments you** hold. These charges are made by **fund managers** for investing in their **funds**. Information about the specific fund charges that apply is detailed in the **Costs and charges disclosure** or can be found in the relevant **investment information**.

7.3 Changing our charges

The charges **you** pay may change in the future.

We reserve the right to make changes to or apply new charges from time to time. There are a number of circumstances that could lead to an increase in the **smart+ account charges** and other **smart+** charges. They are:

- Tax rule, legislative or regulatory changes
- Increases in **our** staff or overhead costs (which are reasonable in amount and reasonably incurred) or the fact that these costs represent a higher percentage of the value of **funds**; and
- Increases in the costs of using third parties (and there is no reasonable alternative third party). A third party is any party which is not part of the **Aberdeen Group**.

We will notify **you** of any increase in **our** charges at least 30 days prior to the change taking effect.

Our current understanding of tax legislation and **HMRC** guidelines is that Value Added Tax (VAT) is not payable by **you** on **smart+** charges. However, in the event that VAT becomes due, **we** reserve the right to add VAT to the charges made to **you**.

8. Circumstances in which we will automatically sell investments

There are two circumstances where **your investments** can be sold automatically:

8.1 Auto-cash process

Cash in each **account** will be used to cover the **smart+** charges applicable to that **account**. If there is insufficient **cash** in the **account** when **we** take the charges, **we** will sell **investments** held in **your account** to cover the charge in accordance with the auto-cash process.

Under the auto-cash process the Least Volatile Stock (LVS) will be sold first. The LVS is rated by a third party nominated by **us** to provide this information. By exception a LVS may be ring-fenced by **us**. Ring-fenced **investments** will only be sold as a last resort, and not automatically, usually due to liquidity issues or penalties that could arise when they are sold. Volatility is measured by how widely a range of returns varies from the **fund's** average return over a particular period. When the LVS process applies and there are two or more **investment** holdings that have the same

volatility, **we** will auto-cash the **investment** that **you** bought most recently.

The minimum amount generated when selling **units** will be £10, which is enhanced by 10% to ensure that sufficient cash is realised to meet the charges. If the charges due are less than this minimum the residual balance will remain as **cash** within the relevant **account**.

If there are insufficient **investments** available in **your account** which are not ring-fenced to cover all the outstanding charges **we** will contact **you** to make arrangements to collect these charges. If they remain outstanding for more than 30 days after **we** have contacted **you**, **we** reserve the right to sell ring-fenced investments.

8.2 Selling individual holdings

If **you** instruct **us** to sell 95% or more of **your investment** in any one **fund** and express this as a monetary amount, **we** will give **you** the choice to either select a lower amount or to confirm that **you** wish **us** to sell the entire **investment** in that **fund**.

9. Withdrawals

You can make single withdrawals from **your smart+ Cash Account**. This is subject to the **settlement** of outstanding **orders**, payment of charges, and there being sufficient money in **your smart+ Cash Account**. The minimum amount **you** can withdraw is £100. **We** reserve the right acting reasonably to change the minimum amount **you** may withdraw from time to time in accordance with section 17 'Changes to the Terms and conditions'. **You** can instruct **us** through **smart+** to send **you** the money electronically to **your nominated bank account**. Our liability ends when **your** money moves from **smart+** to an external account.

Subject to the relevant **account's** terms and conditions, **you** may make single withdrawals from **your accounts** by selling **investments** for cash.

For more details regarding withdrawals from **your accounts**, please refer to the terms and conditions for each **account**.

10. Investment transacting

All **orders** will be handled to ensure that they meet **our order execution policy**. For details of **our order execution policy** and investment transacting, please refer to the relevant **account's** terms and conditions. By agreeing to the **smart+ ISA** and/ or **smart+ Trading Account Terms & Conditions**, **you** agree to our **order execution policy**.

Your orders may be combined with those of other customers and executed in aggregated transactions. Where **we** disaggregate the proceeds of transactions or receive money by way of income, dividend or otherwise, **we** may receive more or less than **you** would have received if the transactions had not been aggregated. In this case, **we** will fund any shortfall; any surplus will be retained by **us**.

We will value **your investments** in pounds sterling, according to the most recent available price from the **fund manager**. **We** do not accept liability for pricing information provided by the **fund manager**. The prices recorded against **your units** in **funds** are indicative and are unlikely to be the price on which any **order** is executed if **you** wish to buy, sell or switch investments.

We will provide **you** with quarterly statements in **My Documents** showing details of all **orders** in **your accounts** since the previous statement, **your current investments** and a statement of the value of **your smart+ service**.

We reserve the right to change the time and frequency of these statements, but will ensure that statements are sent out in accordance with the **FCA** rules. **You** can view **your investments** and their value at **your** convenience on aberdeenpersonal.com/en-gb/log-in/self-investor.

You can generate an online valuation statement at any time, which will be automatically produced and saved into **My Documents**. The value of the **investments** shown will be based upon the previous day's **valuation point** used and are for illustration purposes only.

11. Reports and corporate actions

On request **we** can arrange for **you** to receive a copy of the quarterly report and accounts in respect of **your investments** and any other information issued to investors.

If **we** receive any notifications from the **fund manager** concerning their **fund**, **we** will not generally pass these notifications on to **you** unless **we** reasonably consider the content of such notification to have a material impact on **your investment**.

Where a notification relates to a **corporate action** that requires a decision to be made, **we** will abstain from voting in most situations where the **fund manager** has proposed a change affecting the **fund**; however, **we** may vote in favour of or against a proposal if **we** feel that the change will materially impact the operation of **smart+** or **our** customers.

You will still be able to attend any meeting of investors in respect of each **investment** held in **your smart+ account**, to vote in respect of **your own investment**. **You** will need to notify **us** at least five business days in advance of the meeting to do this.

For more information, please refer to the terms and conditions for each **account**.

12. Re-registration

You can re-register **your** existing **investments** onto **smart+**, where **you** have the legal title (where relevant) or beneficial title to these **investments**, and the right to do this. **You** can also re-register certain investments **you** hold in **your accounts** off **smart+** to another provider. Re-registration means that **you** can move **investments** from one account provider to another, without having to sell and then buy them back. **You** can only re-register existing **investments** to an account that can hold **investments**.

If **you** wish to re-register an **investment** this is subject to the **investment** being available within the **account**. Re-registering an **investment** may be subject to the agreement of the existing account provider. Please note this agreement may not be given.

We will also need certain information from the third party responsible for administering the existing **investments**. If they do not provide **us** with complete and accurate information in a timely manner, in order to comply with current laws and regulations, **we** will not be able

to proceed with **your** instruction and **we** will return the **investments** to the existing administrator.

If, when re-registering an **investment** onto **smart+**, **you** incur charges from the existing account provider, **you** will need to settle these charges directly with them. **We** do not pay any re-registration fees nor will **we** deduct such fees from **your investment**.

The terms and conditions of each **account** set out further detail.

13. Cancellation rights

You have the right to cancel a **smart+ ISA** and **smart+ Trading Account** within 30 days of receiving a Cancellation reminder. This will be placed in **My Documents** and **you** will get an email to tell **you** when it is there. Full details of this right to cancel are set out in the relevant **investment information** and terms and conditions of each **account**.

14. Closing your smart+ service

You may close **your smart+ service** at any time, subject to **us** receiving **your** written notice of termination and the closure of all **accounts** and the **settlement** of outstanding **orders**, fees, charges and tax liabilities in respect of **your smart+ service**. **Your smart+ service** will only be closed, and these **Terms and conditions** will only terminate, once all **investments** have been transferred or surrendered from **smart+** and the balance of **your smart+ Cash Account** has been transferred to **your nominated bank account**. Interest (if any) ceases to be earned when the closure of **your smart+ service** is confirmed on **smart+**. Should any income arise after **your smart+ service** has been closed, **we** will attempt to pay this to **you**. If **we** cannot pay this money to **you** **we** will hold it until such time as a valid claim is made, during which time no interest rate is applied.

We may, at **our** absolute discretion, close your **smart+ service** immediately if **you** commit a **material breach** of these **Terms and conditions** and fail to remedy it within 30 calendar days of being asked by **us** to do so or otherwise by giving **you** at least 30 days' written notice, which will not affect **orders** already initiated.

We reserve the right to close the **smart+ service** if three months following **your** initial registration no investment has been made into either a **smart+ ISA** or **smart+ Trading Account**.

We reserve the right to close **your smart+ service** where the balance in each **account you** hold is less than £500 and **you** have been a customer of **Self Investor** for 18 months or longer. **We** may exercise this right in the following circumstances:

- **We** reasonably believe that the **smart+** charges are disproportionate to the balance held in **your accounts**; or
- **We** can no longer operate **your smart+ service** in a cost effective way.

Before exercising **our** discretion, **we** will contact **you**.

If any income arises after **your smart+ Account** is closed, **we** will send any such income to **you** provided the balance of such income after settlement of all charges and other deductions amount to £5 or more. **We** will, at **our** absolute discretion, pay the balance to **you**, or if **you** have transferred **your smart+ account**, to **your** new provider if they are willing to accept the balance.

If **we** have tried, but failed to pay this money to **you** or to **your** new provider, **we** will hold it until a valid claim is made. During this time no interest rate is applied.

You agree that **we** may donate balances of less than £5 after settlement of all charges and other deductions to a charity of **our** choice unless:

- **We** are prohibited from doing so by applicable laws and/or regulations; or
- **We** in **our** absolute discretion elect to pay a balance of less than £5 for **your** benefit.

15. Death

In the event of **your** death, **we** will await receipt of the appropriate documentation to establish proof of death and proof of title, along with instructions from **your** personal representatives regarding **cash** and **investments** held in **your smart+ service**. **Our** implementation of any such instruction will be subject to all outstanding **orders**, fees, and charges being accounted for.

For full details regarding how **your accounts** will be dealt with on death please refer to the relevant **account's** terms and conditions.

16. Taxation

Self Investor is not providing **you** with any investment or tax advice. If **you** require any tax advice, please speak to a tax specialist. The tax treatment of **your investments** is dependent upon **your** individual circumstances and may be subject to changes in legislation. The tax status of each **account** will vary and the **investment information** and specific **account** terms and conditions contain any supplementary information **you** may need to be aware of. Where applicable, **we** will send **you** a consolidated tax voucher each year to assist with **your** tax return.

Our current understanding of tax legislation and **HMRC** guidelines is that Value Added Tax (VAT) is not payable by **you** on charges taken to pay for **your smart+ service**. However, in the event that VAT becomes due, **we** reserve the right to add VAT to the charges made to **you**. **We** will write to **you** to notify **you** of any increase in **your** charges due to VAT.

Investments may become part of an individual's estate upon death and therefore subject to Inheritance Tax. If **you** require further information about the possible impact of Inheritance Tax, please speak to a tax specialist.

17. Changes to the Terms and conditions

We reserve the right to amend these **Terms and conditions** from time to time for the reasons set out below, upon giving **you** at least 30 days written notice, so far as it is practicable to do so or such other period allowed or required by law. Such changes will take effect from the date stated in the written notice.

- Relevant changes in tax or other relevant legislation
- Relevant changes in the reporting requirements or regulatory regime
- Relevant changes in how the London Stock Exchange or other different investment markets may work which may impact on the operation of **your smart+ service**
- Relevant changes in investment dealing or administration which may impact on the operation of **your smart+ service**
- Relevant improvements or enhancements to the existing services **we** provide or changes in technology outside of **our** control

- Relevant changes to the services provided by third parties appointed for **smart+**
- Appointment by **us** of alternative third parties to provide services for **smart+**
- Relevant changes in circumstances or of any event which is outside of **our** control, which means that these **Terms and conditions** operate in a way which is unfair to **you** or other **smart+** customers.

During this notice period, if **you** are unhappy with the proposed amendment to these **Terms and conditions** you can close **your smart+ service** by giving us written notice. Any fees and charges for selling **investments** in readiness for the closure of **your accounts** or re-registration with another account provider (where requested) will be applied at the rates applicable at the time of sale, encashment or transfer. Any closure charges generally in force at the time of the transfer out will also be applied.

The service **we** make available to **you** under these Terms & conditions include the facility to administer **your smart+ account**, make investments in **your smart+ account**, or view information on **your smart+ account**.

The charges that **we** apply are intended to cover **our** costs for offering these services on a regular basis. To avoid increasing **our** charges, **we** may withdraw, restrict the use of or replace certain services with comparable services. Any changes **we** make will be reasonable in **our** opinion. Where **we** do so, **we** will give **you** 30 days' written notice or such period allowed or required by law.

If **you** object to these changes, **you** can notify **us** of **your** objection within the 30 calendar day notice period by contacting **us** using the address listed under section 23.6 of this document. **You** will then have 90 calendar days to close **your smart+ account**. In these circumstances, **we** will waive **smart+** charges involved in realising **your** investments in readiness for the transfer and any other transfer out charges generally in force at the time of the transfer. If **you** notify **us** of **your** objection but do not close **your** account within the 90 calendar day period, **you** are deemed to have accepted the change implemented under this section.

If **you** decide to close **your smart+ account**, **we** will provide **you** where possible with the functionality to re-register **your investments** off the **smart+** platform. Some managers of assets do not allow re-registration and some other

account providers may not offer re-registration onto their platform. In this case, if **you** still want to transfer **your investments**, **you** will have to sell the **investments** and transfer the **cash**. The **cash** will remain uninvested or 'out of the market' from the time of the sale until the time **your** new account provider purchases **your** units (or assets). During the time **you** are 'out of the market' the price of the **units** (or assets) may rise or fall so the number of **units** (or amount of assets) **you** are able to purchase with the **cash** realised may be less or more than the number (or amount of assets) **you** sold. **We** will not be responsible for failure to re-register in these cases. Please note that other providers will offer services and apply charges which are different to the services **you** receive or charges **you** pay in relation to **smart+**.

We also reserve the right to amend these **Terms and conditions** immediately and advise **you** within 30 days of a change set out above, if **we** reasonably consider the change is not to **your** disadvantage.

18. Liability

By accepting these **Terms and conditions** **you** hereby waive any and all claims or rights of action which **you** might otherwise have at any time against any previous, current or future officers, employees, agents and sub-contractors of **ours** or of any company within the **Aberdeen Group** regarding any acts or omissions of such officers, employees, agents and sub-contractors in relation to **your smart+ service**. However, this waiver does not in any way restrict any claims or rights of action which **you** may have against **us** or any company within the **Aberdeen Group** in accordance with these **Terms and conditions** and arising from such acts or omissions.

We are only liable for direct losses suffered by **you** as a direct result of **our** negligence, willful default, and for any other breach by **us** of the **FCA** rules or of these **Terms and conditions**. Neither **we**, nor any company within the **Aberdeen Group** or **our** third party providers are liable for any loss caused through a fall in the value of **investments** held in an **account** or as a result of **your** breach of these **Terms and conditions**. **You** may not get back the amount of the payment that **you** originally made. Exchange rate movements may have a separate effect, unfavourable as well as favourable, on the value of **your investments**.

Subject to the other terms of this section 18, if **we** make an error, we will correct it provided the value of the loss is greater than:

- a. **our** minimum amount of £5; or
- b. Where the error arises as the result of a third party providing **us** with an incorrect share/unit price (for example as a result of a fund manager error or as a result of an error by **our** third party supplier of fund pricing feeds), **our** minimum amount of £10

which will be applied to **your smart+** product **account**.

We will ensure that **our** action taken to correct the matter will be fair to **you**.

We are not responsible for errors made by a third party but **we** will take reasonable steps to seek compensation from that third party.

We, to the extent allowed by law and **FCA** rules, do not accept liability:

- For any or all losses, costs, actions, proceedings, claims and demands which may be incurred by **you** or brought or made against **us** arising directly or indirectly from **us** having acted in good faith pursuant to any purported instruction relating to any purported **investment** directions
- For any loss that may be incurred as a result of any error by **you** in transmitting any instruction to **us** other than as a direct result of **our** negligence, wilful default or fraud
- For any instruction or **investment** direction sent by **you** but not received by **us**
- For default or any loss or delay in implementing any instruction which is caused by a **force majeure** event
- For default or any losses whatsoever caused by any third parties, **nominee companies** not controlled by us or another company in the **Aberdeen Group**, other **custodians**, banks or authorised institutions which hold any **investments** including, but not limited to, insurance company unit-linked **funds**, stocks and shares, unit trusts, Open Ended Investment Companies (OEICs) and investment Trust companies and **cash** for the purpose of the **smart+ service**
- For errors made by third parties in relation to fund pricing
- For any fluctuations in the buying price of **investments** occurring during delays arising out of anti-money laundering checks being carried out.

We accept no responsibility for **your accounts** until payment is received, or for any loss or delay caused in the payment or transfer of **investments** to **us**. In accepting these **Terms and conditions**, **you** agree to be responsible for all reasonable costs, claims, expenses, tax charges, demands and losses whatsoever that **we** may suffer or incur in performing **our** duties under these **Terms and conditions** or carrying out **our** lawful duties and responsibilities in relation to **you**, except to the extent the same arise from the direct result of **our** negligence, wilful default or fraud.

19. Relationship with third parties

We may appoint agents or persons (including **nominee** companies and other third party providers) to perform, on **our** behalf, any of the **smart+** functions or responsibilities under these **Terms and conditions**. **We** will satisfy ourselves that any agents or persons to whom **we** delegate any of the functions or responsibilities under these **Terms and conditions** are competent to carry out such functions or responsibilities.

Please note **we** may transfer our rights and obligations under these **Terms and Conditions** to other companies within the **Aberdeen Group**. **We** will give **you** notice where **we** do so.

Other than companies within the **Aberdeen Group**, none of these **Terms and conditions** are enforceable under the Contract (Rights of Third Parties) Act 1999 by a person, company or other entity who is not a party to these **Terms and conditions**.

20. Personal information

We will collect and use personal information about **you** such as **your** name, date of birth and national insurance number as part of **your** application in order to provide our **smart+ accounts** or services under these **Terms and conditions** and to manage **our** relationship with **you**.

It may also be necessary as part of **our** services and **smart+ accounts** to collect and use personal information which is defined as 'special category data' under **data protection law**, eg health related. Any special category data will only be collected and used where it's needed to provide the **smart+ accounts** or services or to comply with **our** legal and regulatory obligations and where **we** have obtained **your** explicit consent to process such information.

Where **you** have provided **us** with the personal information of a third party, **you** have obtained all necessary consents from the third party to enable **us** to hold and process their personal information in accordance with the terms of this section 20.

The information collected (including details of the holdings in **your smart+ accounts**) may be shared with other companies of the **Aberdeen Group** and other companies **we** work with to support **us** in the provision of the **smart+ accounts** or services under these **Terms and conditions**. **We** may also share **your** information with other organisations such as **HMRC** who, under applicable tax laws, may share the information **we** provide with the tax authorities of other countries. **We** may also transfer and disclose **your** personal information and any other information provided to **us** by **you** for the purposes of complying with an instruction from the **FCA** or other competent regulatory authority and with laws, regulations and **FCA** rules. Whenever **we** share **your** personal information, **we** will do so in line with **our** obligations to keep **your** information safe and secure.

For more information on how **we** process **your** personal information and what **your** rights are, please read **our** Privacy Policy online at aberdeenpersonal.com/en-gb/platforms-privacy or write to **our** Data Protection Officer at 1 George Street, Edinburgh, EH2 2LL or email DPOffice@aberdeenplc.com.

21. Copyright and other Intellectual Property Rights

All intellectual property rights in **smart+** and **our website** are owned by **us** or **our** licensors. **You** must not copy, reproduce or transmit any information or the look and feel of **smart+** and **our website**, in whole or in part, unless this is for a legitimate and proper use under these **Terms and conditions** as agreed with **us**. **You** must not make any alterations or modifications or clone, copy, edit or interfere with **smart+** and **our website** or its source code and **you** must not merge **smart+** or the **website** with any other computer software programmes (except where applicable **UK** laws expressly allow this).

22. Customer status

If **you** are defined as a 'retail client' under the **FCA's** Conduct of Business rules, **we** will treat **you** as one, unless restricted by the type of **investment** held. Please note that the fact that **we** categorise **you** as a retail client does not necessarily mean that **you** will be eligible to refer any complaints **you** might have about us to the Financial Ombudsman Services. It also does not necessarily mean that **you** will be eligible to claim compensation from the **FSCS**. Please see sections 25 and 26 of this document for further information.

23. Communication

23.1 Self Investor website

Our website is the main way **you** can use **smart+** and communicate with **us**. This will be to submit information, **applications** or **orders** to **us**, or to instruct **us** to act. The core operational hours of **smart+** are Monday to Friday, 9am to 5pm, subject to any unplanned interruptions to the services due to a **force majeure** event. **We** will endeavour to ensure the **website** is operational 24 hours a day, 7 days a week subject to planned interruptions for maintenance, which will be notified to **you**, and to unplanned interruptions due to a **force majeure** event. **We** will not be liable to **you** for any loss, damage or costs resulting from **smart+** being unavailable during the core operational hours for unplanned interruptions or outside of core operational hours for planned or unplanned interruptions, except where arising from **our** own negligence, fraudulent or willful acts or omissions.

We reserve the right to change the content, presentation and facilities of any part of **smart+** and in particular, **our website**. **We** reserve the right to suspend or withdraw access to **smart+** without notice where it may contravene **UK** laws and regulations or where **we** have reasonable grounds to believe there has been, or may be, improper use of **smart+**.

Our websites and online services use cookies. For more information, please see **our** cookie policy on **our** website.

Where **our website** contains links to other sites and resources provided by third parties, these links are provided for **your** information only. **We** have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from **your** use of them. Separate terms and conditions will apply to those **websites** and **you** are encouraged to read those if **you** access those links.

23.2 Watchlist

The watchlist is a feature on **our website** that allows **you** to track a **fund** or list of **funds** before making an **investment** decision. The data used in the watchlist is provided by the **fund managers** and is for information only and should not be relied on as accurate. **We** take no responsibility for the accuracy of the data provided.

23.3 My net worth

This feature on **our website** is designed to allow **you** to create a summary of **your** personal wealth, including the value of **your smart+ service** and certain other assets or debts held outside **your smart+ service**. If **you** add accounts held with another provider, **you** can choose to 'record underlying assets' within this feature, **we** will then show the latest valuation for **your** assets. This data is provided by the **fund manager** or other valuation provider for information only and should not be relied on as an accurate valuation. If **you** record assets which are not linked to underlying assets the value of these will not change unless **you** choose to update the figure entered on My net worth.

23.4 Security

We take all reasonable steps to ensure that any information **you** provide is kept secure and that **smart+** complies with the data security standards requirements of the Payment Card Industry.

In order to log on to **smart+**, **you** will need to use **your** unique username and password as well as the answers to the security questions **you** provided when **you** first registered. **You** must keep these details secret and take all reasonable precautions to prevent unauthorised and fraudulent use of them. **You** must not disclose these security details to any other person or record them in any way that may result in them becoming known to any other person. All instructions placed through **smart+** using **your** valid security details will be accepted by **us** in good faith, unless **you** have notified **us** of a security breach.

Please note that after initial registration with **smart+** **we** will never contact **you**, or ask anyone to do so on **our** behalf, with a request to disclose **your** security details. If **you** receive any such request from anyone (even if they are using **our** name and logo which may appear to be genuine) then it is likely to be fraudulent and **you** must not supply **your** security details to them under any circumstances. **You** should report any such requests to **us** immediately by emailing **us** at selfinvestorphanishing@aberdeenplc.com.

Subject to any obligations **we** may have under common law, **we** will not be liable for any unauthorised use of **your** security details resulting from negligence on **your** part or loss arising therefrom and **you** must notify **us** immediately if **you** discover that **your** security details have been lost or compromised, **you** should immediately contact **us** by telephone or through aberdeenpersonal.com/en-gb/log-in/self-investor or write to **us**.

You must not attempt any activity that may contravene the security of **smart+**.

Additional information regarding **your** security is set out in 'Security' on **our website**.

It is recommended that **you** follow the guidance provided by GetSafeOnline which is a joint initiative between the Government, law enforcement, leading businesses and

the public sector. The aim of the organisation is to provide computer users with free, independent, user-friendly advice that will allow them to use the internet confidently, safely and securely.

It is recommended that **you** arrange to back up data regularly and seek specialist advice about the use and security of computer equipment, downloads and the avoidance of viruses. **We** do not accept liability for any computer issues that may affect **you** such as viruses, corrupt downloads, corrupt transmissions or the operation of third party websites. **We** will not be liable to **you** for any resulting loss, damage or costs.

23.5 Notification

The following information applies where a notice (this means any notification given by **you** which is not an **order**) or instruction is submitted by **you** for **our** attention or where a notice is submitted by **us** to **you**.

All notices must be in English, in writing and where appropriate signed by **you**. Notices and instructions from **you** must be communicated through **smart+** or by post and sent to **us** at **Self Investor**, PO Box 6890, Basingstoke RG24 4SL.

We are entitled to treat written instructions as valid, where these purport to be given by **you** or on **your** behalf, even if that is not the case because of the actions of another person, unless that other person is an employee or agent of **ours**.

You must provide **us** with all information, which **we** reasonably request in respect of **your smart+ service** and, in particular, **you** must immediately notify **us** in writing of any change of tax status or other material change in circumstance. **You** agree that the information **you** give to **us** is current, relevant and accurate.

Notices and instructions from **us** will be in English, in writing and communicated to **you** through the **smart+** or by post, sent to **your** last address provided to **us** or an alternative address as notified to **us** from time to time.

Notices and other documents that are sent in the post will be considered received by **you** three days after posting.

23.6 How to contact us

You can contact **us** by:

- Visiting aberdeenpersonal.com/en-gb/log-in/self-investor.
- Phoning **us** on: 0800 1522 522.
- Writing to **us** at: **Self Investor**, PO Box 6890, Basingstoke RG24 4SL.

You will need to quote **your** Customer number when **you** contact **us**.

You will find details of our opening hours at aberdeenpersonal.com/en-gb/log-in/self-investor.

As part of **our** commitment to quality service and security, telephone calls and **written** communications may be recorded. **We** will retain these records for as long as required by regulation/ law or to enable **us** to meet any future requirements or obligations. **You** may contact **us** for a copy of these records at any time.

23.7 How we will contact you

We will normally contact **you** by emailing **your** nominated email address. **We** may also contact **you** by telephone or post. **We** reserve the right to contact **you** by any method **we** deem appropriate.

Therefore it is important that **you** keep **us** updated of changes to **your** mobile phone number and/or email address, see section 23.8, 'Changes to your personal information'.

23.8 Changes to your personal information

It is **your** responsibility to update **your** personal information on **your smart+ service**, in particular:

- Main contact phone number
- Home address
- Residency status
- Email address.

If **you** do not keep these details up to date then **we** will not be able to provide and administer **your smart+ service** appropriately and inform **you** of key actions or decisions that **you** need to take.

24. Governance and regulation

24.1 Governing law and language

By agreeing to these **Terms and conditions**, **you** agree that the law of England and Wales applies to **your smart+ service**, unless specific **account** rules require otherwise for that particular **account**. **Your** contract documents will be supplied to **you** in English and any subsequent correspondence with **you** regarding **your** contract will be in English. English and Welsh courts shall have non-exclusive jurisdiction over any disputes that may arise.

24.2 Main business and Financial Services Register details

Self Investor is a brand of **Elevate Portfolio Services Limited**, which provides the **smart+** service.

Elevate Portfolio Services Limited is registered in England (01128611) and is authorised and regulated by the Financial Conduct Authority.

Elevate Portfolio Services Limited is wholly owned by Savings Limited (SC180203) which is authorised and regulated by the **FCA**.

The **FCA** can be contacted at:

The Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

Telephone: 020 7066 1000

24.3 HM Revenue & Customs (HMRC)

All **accounts** available through **smart+**, where applicable, operate in accordance with all applicable **HMRC** regulations. **We** will provide **HMRC** with relevant details as they may request.

24.4 Collection and Disclosure of Information to Tax Authorities

If **your** tax residency changes, or **you** become a non-UK resident or **U.S. Person** after opening a **smart+** account, **you** must notify **us** immediately and **we** may need **you** to provide **us** with further information regarding **your** identity and tax residence. **We** may also be required to disclose this information and information about **your smart+** account to **HMRC** or the tax authority of **your** country of residence, and otherwise co-operate with formal requests from such tax authority.

In addition, the providers of certain investments may apply restrictions if **you** are no longer a **UK** resident and/or **your** tax residency changes. Please see the terms and conditions for each **account** for more information.

24.5 Banking Partner Regulations

Our preferred banking partner(s) are subject to the **FCA's** Banking Conduct Regime which comprises of:

- The **FCA's** Banking Conduct of Business Sourcebook (BCOBS)
- The **FCA's** Principles for Business
- The conduct of business requirements of the Payment Services Regulation 2009.

Further details of the **FCA's** Banking Conduct Regime can be found at fca.org.uk.

24.6 Anti-money laundering, counter terrorist financing, fraud prevention and detection

To verify **your** identity and prevent financial crime **we** may use and share **your** information with any company within the **Aberdeen Group**, with companies who work for **us** and with appropriate organisations.

We may also search, send **your** details to, and use information from third party verification service providers and financial crime and credit reference agencies (third parties).

This involves checking **your** details against databases these third parties use. The **Aberdeen Group** and these third parties may keep a record of the search, the results of the search, any suspicions of financial crime and the details may be used to assist other companies for verification and identification purposes. The search is not a credit check and **your** credit rating should be unaffected.

These activities help to:

- Prevent financial crime (e.g. fraud, money laundering)
- Verify the identity of persons registered with **smart+** or previously registered with **smart+**
- Trace and validate beneficiaries or recover debt
- Make decisions about **your smart+ service**.

Appropriate organisations may include (but are not limited to) the Police, **FCA**; Department for Work & Pensions and Association of British Insurers. The third party verification

service providers, financial crime and credit reference agencies may include (but are not limited to) 192.com, CallCredit, Equifax and Experian.

By accepting these **Terms and conditions** you agree to these activities which will make it easier for **you** to do business with **us** and help prevent financial crime.

For more information please write to the Money Laundering Reporting Officer, Elevate Portfolio Services, Winterthur Way, Basingstoke, RG21 6SZ.

24.7 Conflicts of interest

Conflicts of interest may occur when, in the course of doing business with **you**, **we** or another customer of **ours** may have a material interest in obtaining a different result from the one that may be best for **you**. **We** aim to avoid situations where conflicts of interest may arise and have analysed **our** business in **order** to identify potential conflicts.

Where a conflict is identified, it is managed to ensure **your** interests are protected and there is no undue drawback for **you**. **We** will continue to monitor **our** business for potential conflicts.

Further details of **our** conflicts of interest policy are available on request.

25. Making a complaint

25.1

We have an established complaints procedure in relation to the services which conforms to the **FCA's** complaints procedure requirements. Our complaints procedure is available from us.

25.2

If you have a concern or complaint, please call us. We will discuss your issue with you and attempt to resolve it. If **we** cannot resolve your complaint in this manner please write to us stating the nature of the complaint. Please quote any relevant dates and correspondence.

25.3

We will record details of your complaint centrally and make sure your complaint is thoroughly investigated by someone who has been trained in complaint handling.

25.4

We will aim to issue you with an acknowledgment letter together with a copy of our complaint handling procedure within 5 **business days** of the day we receive your complaint. **We** will also aim to provide you with regular updates at intervals of not greater than 20 **business days**.

25.5

Within eight weeks of receiving your complaint **we** will send one of the following two responses:

a. a final written response in which either **we** offer you a remedy, whether or not **we** accept your complaint or **we** reject your complaint and give you our reasons for doing so. This letter will include a copy of the Financial Ombudsman Service's standard explanatory leaflet and inform you that if you remain dissatisfied with our response, you may refer your complaint to the Financial Ombudsman Service within six months; or

b. an interim written response which will explain why **we** are not in a position to make a final response, and indicate when we expect to be able to provide you with one. This letter will also inform you that you can refer your complaint to the Financial Ombudsman Service and will include a copy of the Financial Ombudsman Service's standard explanatory leaflet.

25.6

The Financial Ombudsman Service is an independent service set up by the UK parliament to resolve disputes between consumers and businesses providing financial services. This service is free to consumers. Further information may be found at **www.financial-ombudsman.org.uk**.

25.7

Complaining to the Financial Ombudsman Service will not affect your rights. In general, you have 6 months from the date of our final response to refer your complaint to the Financial Ombudsman Service.

25.8

The fact that **we** categorised you as a retail client does not necessarily mean that you will be eligible to refer any complaints you might have about us to the Financial Ombudsman Service.

26. Compensation



Check with us what protection the Financial Services Compensation Scheme offers you
www.fscs.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** or a third party holding an asset of **your smart+ ISA** and /or **smart+ Trading Account** cannot meet its obligations.

If Elevate Portfolio Services Limited becomes insolvent:

If **Elevate Portfolio Services Limited** becomes insolvent and **you** have a valid claim against **Elevate Portfolio Services Limited**, then **you** may be covered for up to 100% of the first £85,000 of **investments** held on **Self Investor**.

As described in these **smart+ Service Terms & Conditions**, **we** arrange for third party **nominee companies**, and banks to hold the money and **investments** in your **smart+ ISA** and/or **smart+ Trading Account**. This means they are kept separately from the assets and money of **Elevate Portfolio Services Limited** and any other external parties **we** use.

In the unlikely event of **Elevate Portfolio Services Limited** failing, **Elevate Portfolio Services Limited**'s creditors are not able to make a claim against the assets held by the **nominee companies**, or the cash held in accounts at the banks. However, there are some instances which could result in a financial loss to **you** should **Elevate Portfolio Services Limited** fail, such as fraud and maladministration of cash and assets. This could mean that the assets and cash passed to the nominee company or the bank do not fully cover what **you** are owed. If this was to happen, and **we** were not able to make good the shortfall, then a claim could be made to the FSCS.

If **you** hold other **investments** in respect of other products purchased from **Elevate Portfolio Services Limited**, then the £85,000 limit would apply to all of **your investments** with **Elevate Portfolio Services Limited**.

If a sub-custodian became insolvent:

If a **sub-custodian** were to fail, and the assets held by it or its **nominee company** were not sufficient to meet claims due to fraud or maladministration, and the **sub-custodian** was unable to make good the shortfall, a claim could be made to the FSCS. Again any compensation would be subject to the limit of £85,000 per individual.

If a bank became insolvent:

Money held in **your smart+ cash account, smart+ ISA smart+ Trading Account** and money in investment administration accounts and platform administration accounts is covered by the FSCS. This means if **our** external banking partners became insolvent **you** may be covered under the scheme. There is an £85,000 limit, which applies per person per institution (see below), so the limit will normally include cash held within your **smart+ Cash Account** together with any other money **you** personally hold with that same bank.

The limit of £85,000 applies per authorisation. If **you** have accounts with banks which are part of a larger group, the level of compensation **you** can claim will depend on whether the banks are individually authorised or included in the authorisation of their parent company.

If a fund manager became insolvent:

By law, **fund** assets must be ring-fenced from the assets of the **fund manager**. So, the failure of the **fund manager** would not put the ring-fenced assets at risk. However, in the event of a loss arising as a result of negligent investment management, which the **fund manager** cannot make good, or the failure of the **fund manager** to meet its settlement obligations, a claim to the FSCS could be made. If **you** had an eligible claim in this scenario, **you** would be covered up to a maximum of 100% of the first £85,000 of the value of the fund.

For further information about compensation arrangements please contact the Financial Services Compensation Scheme on: 0800 678 1100 or visit fscs.org.uk

27. Glossary of terms

The following words and expressions have the meanings as set out here:

Aberdeen Group – means Aberdeen Group plc and each of its subsidiaries and subsidiary undertakings and associated companies (whether direct or indirect) from time to time.

Account(s) – means the investment accounts, such as the **smart+ ISA** and **smart+ Trading Account**, available from **Self Investor** from time to time, but not including the **smart+ Cash Account**.

Application – means an application completed by **you** to register with **smart+**.

Cash – means money that **you** hold within **your accounts** that is not invested in a **fund**.

Charges information – means a document which sets out the charges that **you** pay for using the **smart+ service** and for any **accounts** that **you** open.

Costs and charges disclosure – means a document which sets out the specific charges that will apply in relation to payments or investments you make in your **smart+ account(s)**.

Corporate action – means an event which brings material change to an **investment**, for example a **fund** name change.

Custodian – means a specialist financial institution responsible for safeguarding assets, including **investments**.

Data protection law – means any law that applies from time to time to the processing of personal information by **us** under these **Terms and conditions**.

Direct Debit or **debit card** – means an instruction from a customer to their bank or building society authorising an organisation to collect money from their account.

Elevate Portfolio Services Limited (EPS) – **Elevate Portfolio Services Limited** trades as **Elevate** and **Self Investor** and is part of the **Aberdeen Group**.

Force majeure – means in relation to **us** any event or circumstance which is beyond **our** reasonable control including but not limited to:

- a. an act of God, fire, earthquake, storm or flood;
- b. explosion, nuclear accident or collision;
- c. sabotage, riot, civil disturbance, strikes, terrorism;
- d. epidemic, national emergency (whether in fact or law); or act of war;
- e. intervention by exchanges or regulators or court orders;
- f. failure or error of any equipment, loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning, third party services and account providers and
- g. any 'denial of service' or other targeted network attack including (but not limited to) a ransomware attack.

FCA – means the Financial Conduct Authority.

FCA recognised funds – means a non-**UK** collective investment scheme which has obtained approval from the **FCA** to be marketed to the general public in the **UK**.

Fund – means a collective investment scheme, which is an arrangement that enables investors to pool their assets and have these managed by a professional **fund manager**.

Fund manager – means the authorised corporate director or unit trust manager of a **fund**.

HMRC – means HM Revenue & Customs.

Investment – means the **units** in a **fund**.

Investment information – means the collective term for product disclosure documents (including prospectuses, simplified prospectuses and key investor information documents). These may be produced by **us** or a third party.

Material breach – means a breach by **you** of these **Terms and conditions** which **we** reasonably believe has a detrimental effect either on the benefit **we** would derive under these **Terms and conditions**, or on the reputation of **Self Investor** or any other **Aberdeen Group** company.

My Documents – means the secure online library on **our website** which contains selected documents.

Nominated bank account – means the **UK** bank account that **you** nominate **us** to pay withdrawals into.

Nominee company or nominee companies – means a company (or companies) controlled by a custodian whose sole purpose is to hold assets on behalf of the custodian.

Order – means, in relation to **units in funds**, a single instruction to place a buy, sell or **switch** transaction, or multiple instructions to place buy, sell and/or **switch** transactions on a single **order day**.

Order day – means any day on which **Self Investor** is open for business for the buying, selling or **switching** of **units**.

Order execution policy – means the policy that sets out **our** approach to dealing and the timing of **orders**.

Orders and **ordering** have a corresponding meaning.

Settlement – means the contractual exchange of **units in funds** and **cash** between **us** and a **fund manager**.

smart+ – means the online service provided by **Self Investor** through which customers can make **investments** and which is accessed through **our website**.

smart+ Cash Account – means the cash account opened after **you** have successfully invested in either a **smart+ ISA** or **smart+ trading account**. This holds any payments into **your smart+ service** that have not been directed into these **accounts**.

smart+ ISA – means the stocks & shares ISA from **Self Investor** and available through **smart+**.

smart+ service – means **your** registration with **smart+**, **your smart+ Cash Account** and any **smart+ accounts you** may hold from time to time.

smart+ Service Terms and conditions or **Terms and conditions** – means the terms and conditions contained in this document.

smart+ Trading Account – means the trading account from **Self Investor** and available through **smart+**.

Self Investor – means a trading style of **Elevate Portfolio Services Limited**.

Sub-custodian – means either a **custodian** appointed by **Self Investor** in its own role as **custodian** of investments; or a further **custodian** of investments appointed by any **custodian** of **Self Investor**.

Switch/switching/switched – means changing **your investment** in funds by selling existing **investments** and using the proceeds to buy new **investments**.

Tax year – means the tax year beginning on 6 April in any year and ending on 5 April the following year.

UK – means the United Kingdom of Great Britain and Northern Ireland. This excludes the Isle of Man and the Channel Islands.

Unit price – means the price of **units in funds**.

Units – means units or shares in certain **funds**.

U.S. Person – means

- a. a U.S. citizen;
- b. a Greencard holder;
- c. a U.S. national; or
- d. a person who is U.S. resident for tax purposes.

Valuation point – means the point in time that **funds** are valued and then priced, by the **fund manager**.

We, our, us – means **Elevate Portfolio Services Limited** and **Self Investor**.

Website – means aberdeenpersonal.com/en-gb/log-in/self-investor

You/your – means the person making an application and holder of the **smart+ Cash Account**.

Available in audio, Braille and large print versions.

Further information

Call us on 0800 152 2522

Our lines are open 9am to 5pm, Monday to Friday.
Call charges may vary.

E-mail us at selfinvestoradmin@aberdeenplc.com

Emails are not secure as they can be intercepted, so please don't send personal or confidential information in this way.

Self Investor, PO Box 6890, Basingstoke RG24 4SL

For more information visit aberdeenpersonal.com/en-gb/financial-advice

Self Investor is a brand of Elevate Portfolio Services Limited, which is part of the Aberdeen Group which comprises Aberdeen Group plc and its subsidiaries.

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