PSG Financial Services website and on-line transactions terms and conditions

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Introduction

'PSG,' 'PSG Financial Services' or 'we' refers to one or more of the companies in the PSG Financial Services group that operate in South Africa.

'You,' 'your' or 'yourself' refers to the user of the PSG Financial Services website ('site'), and as the context requires, may be a reference to any client or potential client of PSG, or any financial adviser who acts on behalf of such client.

1. **Acceptance**

   These Terms & Conditions ('Terms') become effective when you access this site for the first time and constitute a valid and binding agreement between PSG and yourself. The current version of these Terms governs our respective rights and obligations each time you access this site.

   Your continued access to and use of this site, including any products or services available through it, is subject to your acceptance of these Terms.

2. **Nature of information on the site**

   The information and content (collectively 'information') accessible through this site is provided by PSG as general information about the companies and their products and services. PSG does not guarantee the suitability or value of any information or particular investment source. Any information on this website is provided "as is" and is not intended to nor does it constitute financial, tax, legal, investment, or other advice. Nothing contained in any service or any other content on our website constitutes a solicitation, recommendation, endorsement or offer by PSG, but shall merely be deemed to be an invitation to do business. You should consult your financial adviser before relying on any information on this site. This site may contain views or opinions that are not necessarily those of PSG.

   Calculations that may be displayed on this site are intended for your convenience, approximations, and are intended only as guidelines. Should you wish to rely on any calculation, you are advised to check the calculations before using them as PSG will not be liable for any inaccuracy in the calculation. All calculators, tools, and third-party websites available on this site are provided for general illustrative purposes only and do not constitute financial advice, guidance, recommendations, or any form of financial planning.

   Unless indicated in writing by PSG, nothing contained herein constitutes an offer or agreement to enter into any services and products, nor does it constitute guidance, a proposal, or recommendation to enter into any services and products.

3. **Information feeds**

   We may use the services of other organisations to provide information on this site. We have no control over this information and make no representations or warranties of any nature as to the accuracy, appropriateness, or correctness of such information. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it.

4. **Services**

   All services and products offered by PSG are subject to the signature of the necessary application forms, mandates and other documentation relating thereto and are governed by the terms and conditions and applicable legislation in respect thereof, and PSG shall not be bound in any manner until such requisite documentation has been signed by you and accepted by PSG.

   PSG reserves the right to reject any application for services and products contained on this site. You further acknowledge that, in the event of a conflict between the conditions applicable to particular services or products offered on this site and the provisions of these Terms, the terms and conditions relating to the services or products will take precedence.

5. **Amendments to these Terms**

   You acknowledge that we may amend these Terms from time to time, at our discretion. If we elect to amend these Terms, the revised version will be posted on this site. You undertake to check this site regularly for any changes that we may have made since your last visit to this site since any such changes will be binding on you. By using this site after we have changed or amended these Terms, you acknowledge that you will be accepting those changes or amendments.

6. **Linked sites**

   This site may contain links to other websites. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. PSG does not endorse the information or guidance provided on any third-party websites. When you access a third-party website, you do so at your own risk. Links to third party websites are provided only for your convenience, and you remain solely responsible for complying with the terms and conditions applicable to such third-party websites. PSG cannot be held liable for any losses or damages arising from your use of these websites, either directly or indirectly. It remains your responsibility, as the client, to verify that the

third-party provider is appropriately licensed.

7. Electronic transactions, instructions, communications and records

If you subscribe to a service or product provided on this site, you must ensure that your information is true, accurate and complete as prompted by the registration process for using the service or transaction in the product or service.

The parties agree that, in accordance with Section 20 of the Electronic Communications and Transactions Act 25 of 2002 ('ECTA'), any data message, electronic communication or instruction sent from an information system or device owned, controlled, or operated by a party shall be deemed to have been sent by that party. Therefore, PSG shall be entitled to regard all instructions and transactions received from you as originating from you and to act on such instructions or transactions.

In relation to the conclusion of electronic transactions, PSG will at all times and where applicable comply with our obligations in terms of the Electronic Communications and Transactions Act 25 of 2002 (as amended).

When you communicate with PSG by electronic communication provided or as may be directed on this site, you consent to receive responses to your communications by electronic communication addressed to you by PSG. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by PSG to you satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form and consent to PSG acting on the information communicated by you to us electronically. It is your responsibility to ensure that PSG has received the information communicated by you electronically. We are entitled to act on any signed instruction we receive. We are not responsible for any loss you may suffer as a result of such an instruction (e.g. if you did not authorise the transaction). If you suspect that the information provided to PSG has been compromised by an unauthorised user or if your details have been compromised, you must notify PSG immediately.

You acknowledge and consent that PSG, in its discretion, may retain and store your electronic communications as may be lawfully required. Any email communication sent to you by us will be regarded, for this agreement, to have been received by you when it enters an information system outside of the control of PSG.

Where a financial adviser has logged onto the site's on-line transactions by utilising his access codes, such adviser warrants to PSG that he/she is acting on the valid instruction of the client. PSG's records of the financial adviser's transactions will be proof of any instruction received from the financial adviser unless the financial adviser can prove otherwise. The financial adviser is under an obligation to provide the correct information and instructions when registering for and transacting through the site's on-line transactions. The financial adviser indemnifies PSG against any loss or damage to the client caused by an erroneous instruction received from the financial adviser. PSG will also not be liable for payments made by the adviser to unintended recipients due to the input of incorrect information by the financial adviser, nor be responsible for the verification of the identity of recipients. All transactions will be subject to the same turnaround times stipulated in the terms and conditions applicable to the relevant product or service. To prevent the duplicate execution of an instruction, all instructions will only be deemed to have been received by PSG once PSG has confirmed receipt either via e-mail or SMS sent by PSG to the e-mail address or telephone number nominated by the financial adviser for this purpose. Should the financial adviser be unsure as to whether a transaction has been processed, he should contact PSG before re-submitting the instruction.

8. User ID and password

If you subscribe to a service or product provided on this site, you will be required to choose a User ID (an identifying name) and a password, as PSG may determine from time to time.

Each time you access this site to log on for purposes of transacting, you will be required to enter your User ID and password when so prompted.

You are entirely responsible for maintaining the confidentiality of your password and user ID, monitoring and being aware of all the activities conducted on the products and services you have contractually selected. You must notify PSG immediately should you suspect or become aware of any unauthorised use of your user ID and password, either with or without your knowledge.

You are required to log off from this site once you have completed performing a transaction. Failure to log off thereafter which results in an authorised transaction or a fraudulent activity on this site under your online profile shall be for your account. Where a financial adviser submits instructions via the site's on-line transactions portal, the financial adviser is required to log off once having finished using the on-line transactions to prevent unauthorised usage, for which PSG shall bear no liability.

It is necessary that you protect your login details at all times and not disclose it to unauthorised users. While PSG Financial Services applies industry-standard security, it is your responsibility to ensure that your login details are not easily accessible by unauthorised third parties. When you use your login details it becomes a valid and binding electronic signature. At all times you remain responsible for the activities that occur on the website when your login details have been used to gain access. We are not responsible for any loss caused by unauthorised access to your account. For instance, we are not responsible if you fail to safeguard your username and password, disclose them to a third party, or fail to notify us immediately if there has been suspicious activity on your account.

9. Software

You are required to use and maintain hardware and software of sufficient quality and performance capability. Your failure to do so may result in a higher security risk and cause some or all of the functionality of this site not to operate properly or at all. Software, if any, made available for download on or via our site is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any and all damage or loss arising from any breach by you of these license conditions. We give no warranty and make no representation, whether express or implied, as to the quality or fitness for purpose of the use of such software.

No warranty, whether express or implied, is given that any files, downloads or applications available via this site are free of viruses, bombs, time-locks or any other data or code that can corrupt or affect the operation of your computer, database, network or another information system.

10. Permission for hyperlinks

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages before receiving our prior written approval, which may be withheld or granted subject to the terms we specify from time to time. Breach of these Terms entitles us to take legal action without prior notice to you, and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

11. Our intellectual property

This site may contain information proprietary to PSG (including subsidiaries), and may not be reproduced or disseminated in whole or in part without PSG's written consent. We retain all copyright and other intellectual property rights in all material, including logos, and other graphics and multimedia works published on or via this site.

Nothing on this site should be construed as granting any licence or right to use any trademark without our prior written permission and that of third parties, as the case may be. You may not, without our prior written permission, use our intellectual property or that of third parties for any purposes whatsoever.

Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on this site, whether it constitutes confidential information or not, and that you have no right, title, or interest in any such material.

12. Transmission of information

Given the inherent risks with transferring information via the Internet, we do not have the ability to prevent unlawful activities by persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result of such activities.

13. Termination, suspension and limitation

We may modify, suspend, or discontinue this site, whether temporarily or permanently, with reasonable written notice to you. We may also impose limits or terms on the right to certain services, features or functions, and we may restrict access to parts of or all of the services on this site. If you commit any breach of these Terms or use the services or in any other manner interact with this site in an unlawful or unauthorised manner, PSG shall be entitled to terminate your access to this site without prejudice to PSG's other rights in terms of these Terms or at law.

PSG reserves the right to terminate a financial adviser's use or availability of the PSG on-line transactions at any time, for any reason whatsoever, on reasonable notice to the financial adviser. Terminations in this regard will, however, not affect pending instructions received. PSG will, however, terminate a financial adviser's use of the PSG on-line transactions without any notice to such financial adviser, if:

- PSG believes that usage of the facility was inappropriate or constituted misconduct,
- A financial adviser has breached these Terms,
- A fraudulent transaction was conducted directly by a financial adviser or can be attributed to such financial adviser.

PSG will not be liable for any damages, of any nature, suffered by the financial adviser or the client in the event of PSG terminating the financial adviser's access to PSG on-line transactions.

14. No warranties or representations

We do not warrant that this site will be error-free or will meet any particular criteria of accuracy, completeness or reliability of the information, performance, or quality.

15. Disclaimer and limitation of liability

Use of this site is entirely at your own risk. You assume full responsibility for the risk or loss resulting from your use of this site and your reliance on the material and information contained on it.

We and our subsidiaries, shareholders, agents, consultants, or employees are not liable for any damages whatsoever relating to your use of this site or the information contained on this site or your inability to use this site. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict, or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

PSG does not warrant that any information contained herein or obtained from and by any independent providers (information) is complete or correct, and you shall not be entitled to place any reliance on the information contained in this site for any purpose.

PSG, to the full extent legally permissible, does not guarantee the timeliness, sequence, accuracy, adequacy, or completeness of the information. To the full extent legally permissible, PSG gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to the information.

You acknowledge that our ability to make this site and the information available relies on the Internet and communications systems that may be unavailable due to interruptions or maintenance to such systems that are not within the control of PSG. These interruptions may also result from power outages. This serves as notice of such unavoidable interruptions and delays in providing this site and the service. PSG shall not be liable in any way, and you agree to indemnify and hold harmless PSG for:

- any inaccuracy, error, or delay in, or omission of any information; or the transmission or delivery of information;
- any loss or damage arising from or occasioned by: any such inaccuracy, error, delay, or omission; or non-performance; or interruption of information due either to any negligent act or omission by PSG or providers/transmitters of information or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of PSG or the information providers/transmitters.

You acknowledge that PSG will act on any instruction reasonably purporting to emanate from yourself. PSG will not be required to enquire as to the origin of any instruction it receives from any party utilising your User ID or password, and PSG shall not be held liable as a result of the unauthorised use of your User ID or password, which you shall keep secret and secure. It is your responsibility to ensure that your personal information is up to date and correct.

16. Privacy Policy

We collect your personal information to provide you with our products and services. The type of personal information we collect will depend on the purpose for which it is collected and used.

Our Group Privacy Policy is also part of this agreement. It explains why we use your personal information, how we collect it, what sources we use, when we must disclose your information, and how you can get access to your information.

PSG will not be held responsible for any loss suffered by you as a result of unlawful or unauthorised disclosure or use of your personal information by third parties who are not subject to our control.

17. How disputes will be resolved

All disputes arising as a result of your use of this site or on the interpretation of these Terms or on any matter which in terms of the Terms requires agreement by you and PSG, (other than where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration.

That arbitration will be held with only you and PSG and your/our representatives present at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, South Africa. The arbitration will be governed by the latest rules of

the Arbitration Foundation of Southern Africa in terms of South African law and will be heard by an arbitrator or arbitrators appointed by the Arbitration Foundation of South Africa. Either of us will be entitled to have the award made an order of a court of competent jurisdiction. We agree to keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated. The arbitrator will have the power to give default judgment if either of us fails to make submissions on the due date and fails to appear at the arbitration.

18. The law governing our relationship

These Terms will be governed and construed by the laws of the Republic of South Africa without reference to any conflict of law provisions.

19. Capacity to be bound by these Terms

You confirm to us that you have the required legal and contractual capacity to enter into and be bound by contractual terms. Minors must be assisted by their legal guardians when reading these Terms. If you are unsure whether you have the legal capacity to enter into agreements, you must contact someone able to provide you with this information before you continue using this site.

20. General provisions

No failure or delay by us to exercise any of our rights under law or in terms of these Terms will be interpreted as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these Terms or prejudice our rights to take subsequent action against you. If any provision of these Terms is held to be invalid, unlawful, or unenforceable for whatsoever reason, the relevant provision will be deleted from the Terms, and all remaining provisions will continue to be valid to the full extent permitted by law. If you have any questions or do not understand anything in these Terms, please send an email clientservice@psg.co.za and we will respond to you as soon as possible.