

## WEBSITE TERMS & CONDITIONS

### DEFINITIONS

**“The Company”** means Automated Outsourcing Services (Pty) Ltd (trading as Itransact) is a Licensed Administrative Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act. (Registration Number 1997/013802/07 FSP 650)

**“Site”** means collectively our website/s and the iTransact Apps.

**“iTransact Apps”** means any online application software that is provided by or is connected with iTransact that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

**“Website”** means the internet websites [www.itransact.co.za](http://www.itransact.co.za); [www.aospartner.com](http://www.aospartner.com); [www.itransactonline.co.za](http://www.itransactonline.co.za); [www.aosonline.co.za](http://www.aosonline.co.za) or with a URL that is validly registered to the Administrator.

**“You”** and **“your”** **“user”**, **“investor”** means the user of the Site and / or your legal guardian.

**“Terms”** means the terms, consisting of:

- Website terms and condition; and
- Any other relevant specific terms, policies, disclaimers, rules and notices associated with the use of the administrator’s website, this includes any other agreement that may be applicable to any specific services.

**“Personal information”** means information relating to you or any other living person or existing legal entity, including but not limited to –

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

Provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

### ONLINE TERMS AND CONDITIONS OF USE

The user/investor hereby acknowledges and agrees that by surfing, browsing or registering on the Company’s Websites for the purposes of accessing information and details pertaining to the Company,

or any of its financial products and services, the user/investor is deemed to have both read and agreed to all the terms and conditions contained therein, our privacy and security policy and the disclaimers.

The Company does not warrant in any way that information and materials available on its Websites are appropriate for use in all jurisdictions available on the web, or that transactions, securities, products, instruments or services offered on our Websites are available or indeed appropriate for sale or use in all jurisdictions, or by all investors or other potential clients. Those who access our Websites do so at their own initiative, and are therefore responsible for compliance with applicable local laws and regulations.

Please familiarise yourself with the content below prior to using our Websites.

## **ACCEPTANCE OF ONLINE TERMS AND CONDITIONS**

Online terms and conditions of use come into effect when you access our Websites for the first time and constitute a binding legal agreement between Administrator and yourself. The current version of these terms and conditions will govern our respective rights and obligations each time you access our Websites, and, unless otherwise stated in the current version, all previous versions shall be superseded by the current version. The Administrator reserves the right to amend the online terms and conditions at any time. By accessing our Websites you are automatically bound to the version of the conditions published on our Websites at the time of your visit to any of our Websites. You agree to review the current version each time you access our Websites.

## **ACCURACY OF INFORMATION**

Whilst every effort has been made to ensure the accuracy of information contained on our Websites, the Company, its directors or employees provide no representation or warranty, express or implied, regarding the accuracy, completeness or correctness of information contained in our Websites. The information and content accessible through our Websites are provided by the Company as general information about the Company and its products and services. We do not guarantee the suitability or potential value of any information or particular investment source. Any information about our Websites is not intended nor does it constitute financial, tax, legal, investment, or other advice. Before making any decision or taking any action regarding your finances, you should consult a qualified Financial Adviser. Nothing contained in any service or any other content on our Websites constitute a solicitation, recommendation, endorsement or offer by the Company but shall merely be deemed to be an invitation to do business with us.

## **PRIVACY AND SECURITY**

The Administrator respects your rights to privacy, as well as the confidentiality of any information you disclose to us, and consequently undertakes not to sell or exchange personal information with any third party outside of the Administrator for any purpose whatsoever. However, the Administrator reserves the right to disclose or report personal information in limited circumstances where it is believed in good faith, that disclosure is required under law (included but not limited to a violation or suspected violation of the Prevention of Organised Crime Act or the Financial Intelligence Centre Act), to cooperate with regulators or law enforcement authorities, to perform necessary credit checks or collect or report debts owed to the Administrator, to protect its rights or property, or to disclose information on reasonable request by the unit trust fund in which the investor has invested. The Administrator limits the gathering and use of personal information to that which is deemed necessary to administer its business and to deliver an efficient service to the investor and uses the information consistent with the purpose for which it was originally requested.

## **ONLINE SERVICES AND REGISTRATION**

Certain of our online services, as well as access to certain information, are subject to specific registration procedures and approvals, which we may accept or reject at our sole discretion. These online services may be governed by separate terms and conditions specified within the sections of our Websites where the online services are provided. In the event of conflict between conditions, the provisions of the online service terms and conditions will apply.

## **THIRD PARTY INFORMATION AND HYPERLINKS**

We may use the services of third party service providers to supply information on our Websites. We have no control over this information and make no representations or warranties of any nature whatsoever as to its accuracy, appropriateness or correctness. 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. All quotes, news, market information or data shown on our Websites by way of live information feeds are delayed by the amount of time the relevant service provider may dictate from time to time unless otherwise stated. You should always select the “refresh” or similar page update function on your internet browser to ensure that the information you are viewing is the most current. There may also be hyperlinks or automatic links from the Administrator Websites to third party Websites and we do not accept any responsibility nor any liability for the content, services, products or any advice offered on such Websites. The fact that we provide a particular link does not necessarily mean that we endorse, authorise, or sponsor that Website, or that we are affiliated with such Websites owners or sponsors.

## **PERMISSION TO SET UP HYPERLINKS**

No person is allowed to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to our Websites or any subsidiary pages before receiving the Administrator’s prior written approval, which may be withheld or granted at our sole discretion. No person is entitled to send search-software (crawlers) to retrieve information from our Websites for reproduction or processing, in any manner or form, without our prior written consent.

An application for linking must be submitted to [marketing@itransact.co.za](mailto:marketing@itransact.co.za).

If you do not receive an explicit written response from us within five business days of your request, please consider your request as having been rejected. Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse all the costs associated with such legal action.

## **COPYRIGHT AND INTELLECTUAL PROPERTY LAWS**

In using our Websites you acknowledge that all information and material displayed on the Administrator Websites, including but not limited to logos, graphics, multimedia items and research papers, is confidential, is protected by copyright and other intellectual property laws and is restricted to utilisation for information purposes only. Any unauthorised copying, reproduction, transmission, distribution, dissemination, sale, publication or exploitation of the displayed material would constitute an infringement of the protection afforded by law and is therefore prohibited in any form whatsoever.

All logos and trademarks shown on our Websites are our registered and unregistered trademarks or that of third parties. Nothing on our Websites should be construed as granting any license or right to use any trademark without our prior written permission and/or 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 other purposes.

An application to use our intellectual property must be submitted in writing to [info@itransact.co.za](mailto:info@itransact.co.za)

If you do not receive an explicit written response from us within five business days of your request, please consider your request as having been rejected.

## **RESTRICTION ON THE USE OF OUR WEBSITES**

In particular you may not:

- reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the contents on the web or our Websites - unless you have our the prior written permission;
- decompile, reverse engineer, or disassemble the web our Websites, a linked web our Websites, or software;
- post on or transmit to the web our Websites content of an unlawful nature, for example: (a) contents that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) that could damage our image or ability to do business;
- use the web our Websites in a manner that could damage, disable, overburden, or impair any Administrator server, or network connected to any Administrator server, or interfere with any other party's use of the web our Websites; or
- gain unauthorised access to information from the web to our Websites, a Company server, or a network connected to a Company server – through hacking, password mining, or any other means.

## **HARDWARE AND SOFTWARE REQUIREMENTS**

You are required to use and maintain hardware and software of sufficient quality and performance capability and to use only the latest versions of Microsoft Internet Explorer and Netscape browsers. Your failure to use these browsers may result in a higher security risk and/or cause some or all of the functionality of our Websites not to operate properly or at all and the Administrator shall not be held liable in this regard. Software, if any, made available for download on or via our Websites is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any breach 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.

## **LIMITATION ON VIRUS PROTECTION**

No warranty, whether express or implied, is given that any files, downloads or applications available via our Websites are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

## **USER ID AND PASSWORDS**

If you subscribe to a service or product provided by us on our Websites whereby you choose a personal user ID and/or password, you remain entirely responsible for:

- maintaining the confidentiality of your user ID and/or password;
- all activities that occur in your account, either with or without your knowledge;
- notifying us immediately of any unauthorised use of your user ID and/or password or any other breach of security; and
- losses incurred by us or another party due to someone else using your user ID and/or password.

## **ELECTRONIC TRANSMISSION OF INFORMATION**

Information transmitted via the internet, including e-mail, is susceptible to unlawful access or monitoring. Users/investors shall bear all risk of transmitting such information in this manner and under no circumstances will the Administrator be liable for any loss, harm or damage suffered by them as a result thereof. The Administrator reserves the right to request independent verification of any information transmitted via our Websites or e-mail. All e-mail communication from the Administrator is governed by legal conditions as set out in Terms relating to the e-Mail Communication section.

## **TERMINATION, SUSPENSION AND LIMITATION**

We may modify, suspend or discontinue our Websites, whether temporarily or permanently, without notice. We may also impose limits or conditions on the right to certain services, features or functions and we may restrict access to parts of or all of the services on our Websites.

## **WARRANTY LIMITATIONS**

We do not warrant that our Websites or online services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## **LEGAL CAPACITY TO ENTER AGREEMENTS**

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

## **DISCLAIMER AND LIMITATION OF LIABILITY**

Our Websites and the online services are provided “as is” and the Administrator makes no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing:

- The Administrator does not warrant that our Websites or online services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.
- The Administrator expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Neither the Administrator, any Administrator in the Companies group, its shareholders, agents, consultants or employees will be liable for any damages whatsoever relating to the use of our

Websites, the online services or the information contained therein, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise.

Without derogating from the generality of the above, we will not be liable for:

- Any interruption, malfunction, downtime or other failure of our Websites or online services, our system, databases or any of its components, for whatever reason;
- Any loss or damage arising from your orders, investment decisions, purchases or disposal of goods and services, including financial instrument(s) or currency, from third parties, based on the information provided on our Websites;
- Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects or negligence on our part or;
- Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- Any event of vis major or any other event over which we have no direct control.

## **DISPUTE RESOLUTION**

All transactions and interactions conducted by the medium of our Websites, whether in whole or in part, shall be subject to the laws of the Republic of South African and any disputes relating to the above shall be submitted to and decided by arbitration.

You accept that:

- The arbitration shall be held with only the parties and their representatives present there at the offices of the Arbitrator in Gauteng Province, South Africa.
- The arbitration shall be governed by the Rules of the Arbitration Foundation of Southern Africa, in terms of South African Law and shall be heard by an arbitrator or arbitrators appointed by the Foundation.
- The arbitrator shall have the fullest and freest discretion with regard to the proceedings save that he shall be obliged to give his award in writing fully supported by reasons. His award shall be final and binding on the parties to the dispute save that a party shall be entitled to apply to the High Court of South Africa to set aside the award in regard to question of law or in the event of manifest or clerical error.
- Either party shall be entitled to have the award made an order of court of competent jurisdiction.
- The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
- The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

No alternative dispute resolution code is applicable to transactions and interactions conducted by the medium of our Websites, unless otherwise determined from time to time, in which case such dispute resolution codes are to be made electronically accessible to the user.

## **JURISDICTION**

All use of the our Websites, transactions and interactions conducted through the medium of our Websites, whether in whole or in part, shall be subject to South African law and only South African courts shall have jurisdiction to hear disputes arising there from or from these conditions.

## **BREACH AND CANCELLATION**

Any breach by you of any nature whatsoever of these express or implied online terms and conditions shall entitle the Administrator to immediately terminate the delivery of the service to you without prior notice and without prejudice to the Administrator Administrator's other rights in terms of these conditions, common law or statute. We further reserve the right to:

refuse further access to our Websites if we are unable to verify or authenticate any of the information you provide to us, or we believe that you are conducting activities that are illegal, abusive, may challenge the integrity of our Websites, or damage the Administrator in any way;

- refer any breach to the police if such breach constitutes a crime; and
- claim damages for all loss and damage we suffer, and expenses we incur, as a result of a breach.

Address for Legal Notification Purposes Our address for any legal notice is:

AOS House  
15 Philips Street  
Randburg  
Gauteng  
2194

## **PREVAILING LAW**

The conditions and terms of use shall be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

## **GENERAL PROVISIONS**

The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions. Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used. No failure or delay by us to exercise any of our rights will be construed 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 conditions or prejudice our right to take subsequent action against you. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable; the term, condition or provision will be deleted from the remaining terms, conditions and provisions which will continue to be valid to the full extent permitted by law.

Should you have any questions or require further clarity with respect to anything contained in these terms and conditions please email us at; [info@itransact.co.za](mailto:info@itransact.co.za) and we will respond to you as soon as possible.

## **DISCLAIMER**

Information contained on our Websites is updated on a regular basis. However, due to its nature, the information may become outdated. Users are therefore cautioned to independently verify the correctness of information contained on our Websites.

The Administrator accepts no liability of any sort resulting from reliance being placed upon outdated information contained on our Websites by any user or other person. Whilst every effort is made to represent accurate financial and technical information on an ongoing basis, inadvertent errors and typographical inaccuracies may occur. Information, laws, rules and regulations may also change from time to time. Information contained on our Websites is therefore made available without any express or implied representation or warranty whatsoever. Any warranty implied by law is hereby excluded except to the extent such exclusion would be unlawful.

The Administrator disclaims liability for any expenses incurred, or any damage (whether direct or consequential), claims or costs sustained by users arising from use of the service or reliance being placed upon any information, links or representations provided through our Websites.

## **MONEY LAUNDERING**

The Administrator is required to verify the identity of and to obtain certain information from prospective investors within parameters aimed at the prevention of money laundering. Investors may be required to produce a copy of a duly certified identification document, together with copies of recent bank statements or cancelled cheques and such other documents that the Administrator may from time to time require. The Administrator will not process any transactions until such time as it has received and is satisfied with all the information and documentation required to verify the investor's identity.

## **TERMS RELATING TO ALL E-MAIL COMMUNICATION**

The following terms and conditions relate to all e-mail communication sent on behalf of the Administrator. Please familiarise yourself with these.

- The contents of our e-mails and any accompanying documentation are confidential and any use thereof, in whatever form, by anyone other than the addressee is strictly prohibited. If you have received it by mistake, kindly inform us of such mistake, as well as deleting it from your system; you should not copy the message or disclose its contents to anyone.
- The content of our emails and any accompanying documentation relating to the Administrator and/or its subsidiaries are owned by the Administrator and are protected by copyright and other intellectual property laws. All rights not expressly granted are reserved.
- E-mail is an informal method of communication and is subject to possible corruption and interception. The Administrator cannot assure that the integrity of this communication has been maintained, or that it is free of errors, viruses, interception, tampering or interference.

The Administrator therefore disclaims liability or legal responsibility for the contents of this electronic message, its non-delivery or incorrect delivery for whatever reason, its effect on electronic devices or its transmission in an unencrypted medium.



- Any views or opinions expressed in this message are those of the individual sender and do not create obligations on or represent any commitment by the Administrator, except where the sender specifically states it to be the views or opinions of the Administrator.
- The Administrator reserves the right to monitor, review and disclose all information transmitted or received by employees via email. Employees do not have any privacy right in the creation of, sending of, receipt of or storage of information (e.g. email messages, internet pages) on the systems of Administrator.
- This e-mail and any accompanying documentation are to be interpreted and implemented in accordance with the laws of the Republic of South Africa.
- Any dispute which arises in regard to the interpretation of, or the carrying into effect of, or any of the parties' rights and obligations arising from this e-mail or accompanying documentation shall be submitted to and be referred for decision by a single arbitrator, to be agreed upon between the parties, or, in default of agreement for fourteen days, to be appointed at the request of either party in accordance with, and subject to, the provisions of the Arbitration Act 42 of 1965, as amended.
- Nothing contained in this email constitutes a solicitation, recommendation, endorsement or offer by the Administrator, but shall merely be deemed to be an invitation to do business with us.
- By communicating with us through electronic means, you consent to receiving communications electronically and agree that all agreements, notices, disclosures and all other communications transmitted by electronic means satisfies any legal requirement, including but not limited to the requirement that such communication should be "in writing".

For further information please contact the Compliance Officer at;

AOS Compliance department:

- Telephone 27 11 561 6600
- Facsimile 27 11 388 1182
- Email: [compliance@itransact.co.za](mailto:compliance@itransact.co.za)
- Website: [www.itransact.co.za](http://www.itransact.co.za)
- 15 Philips Street, Ferndale, Randburg, South Africa, 2194
- PO Box 4769, Randburg, South Africa, 2125