

TERMS OF USE

Website

1. GENERAL

By using the Sanlam Private Wealth Mauritius Ltd (“**SPW**”) website, these Terms of Use apply to you and you agree to comply with them. Please read these Terms of Use before using the SPW website.

SPW is part of the Sanlam Group which is a leading financial services group and includes Sanlam Limited and all its subsidiaries and associated or affiliated companies.

The terms of use set out below apply to this website unless such other website specifically provides otherwise.

By using the SPW website these Terms of Use apply to you and you agree to comply with the terms of Use. Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website. Please address any comments or inaccuracies contained in the website to clientcare@sanlamprivatewealth.mu.

2. NATURE OF WEBSITE CONTENTS

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website are intended for the convenience of clients, may be 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 SPW will not be liable for any inaccuracy in the calculation.

Subscribing to any service or buying any product through the website is subject to SPW’s contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that SPW provides a link to a third party website does not necessarily mean that SPW endorses, authorises, or sponsors that website, or that SPW is affiliated to such website’s owners or sponsors.

If any third party website, which is not under the direct control of SPW, can be accessed from a link displayed on the SPW website, SPW shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a SPW website or any third party website which may be accessed through links provided on the SPW website is not intended as advice but merely as information. Before making any decision or taking any action based on any information displayed on the SPW website or any such third party website that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

3. USE OF SPW SERVICES

Use of the SPW website or the purchase of services or products from the country from which you may access the website may be illegal in that country. Your use of the website for any purchase that you may make is entirely at your own risk. It is recommended that you ensure that use of the SPW website for any purchases made by you are not in violation of the laws of any country by which you may be governed.

SPW’s services and products may not be available in your country. Contact SPW or your local financial or legal adviser to find out whether, and if so which of, SPW’s services and products may be available to you.

4. INVITATION TO DO BUSINESS

Unless indicated in writing by SPW, nothing on the SPW website shall constitute an offer for sale of any service or product.

The information provided on the SPW website is not, nor must you regard it as financial or investment advice.

If you wish to use the information displayed on the website to purchase any service or product or procure financial or investment advice from SPW, your request to do so shall be regarded by SPW as an offer to do business with SPW, which may be accepted by SPW if it chooses.

The acceptance of your offer will be subject to terms and conditions governing the service, product, or advice at the time of the acceptance of the offer.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified SPW (held SPW harmless and agree to reimburse SPW) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

5. NO WARRANTIES

While SPW will take care to provide accurate information on the SPW website, the information displayed on the SPW website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, SPW does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

6. RESTRICTED USE

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the SPW website are for your personal and non-commercial use only. You may not: -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have SPW's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage SPW's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any SPW server (computer), or network connected to any SPW server, or interfere with any other party's use of the SPW website;
- Interfere with any content displayed on the SPW website or attempt or gain unauthorised access (without SPW's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a SPW server or any other part of the SPW information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the SPW website or to gain access to information or any part of the SPW information system to which you are not authorized, is unlawful and is an offence for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the SPW website, or any of the web pages which constitute the SPW website, without SPW's prior written consent;
- Frame the website or any of its pages without SPW's prior written consent.

7. ELECTRONIC TRANSACTIONS, COMMUNICATIONS, AND RECORDS

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

You accept the risks inherent in electronic communication in whatever form.

You consent to SPW acting on the information communicated to SPW electronically. You are responsible to ensure that SPW has received the information communicated electronically.

You acknowledge and consent that SPW, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by SPW will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of SPW.

8. USER ID AND PASSWORD

If you subscribe to a service or product provided on the SPW website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for:-

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying SPW immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by SPW or a third party due to someone other than you using your user id and/or password.

9. MOBILE ACCESS AND USE

You may access the SPW website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the SPW website.

The SPW website is designed and configured for use by Internet browsers which are typically used on computers and not mobile

devices. SPW is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the SPW website.

While the use of the SPW website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the SPW website.

SPW is also not responsible for the communication of any person or confidential information between you and the SPW website or any electronic communications mechanisms facilitated by the SPW website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the SPW website.

The functionality and use of your mobile device is outside of the control of SPW and SPW will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

10. SECURE PAYMENT SYSTEM

If any payments are to be made by you to SPW you will be required to use a payment system authorised (consented to in writing) by SPW. SPW shall only use a payment system that is sufficiently secure considering nature of the payment to be made and the risk inherent in making the payment electronically. SPW accepts liability for any damages that may be suffered to you due to a failure in a payment system authorised by SPW.

11. PRIVACY POLICY

Your privacy is important to SPW. Personal information transmitted to SPW will be treated in accordance with SPW's Privacy Policy.

12. NO LIABILITY

SPW will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the SPW website by you.

Except as provided in 7, SPW will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

13. WARRANTIES PROVIDED BY YOU

For all purposes, and in particular for purposes of 6 above, you warrant (confirm):-

- Your identity (that is, you are who you say you are), and that you can prove your identity should SPW require you to do so;
- That all information you provide at any time to SPW using the SPW website, in writing, or to SPW Call Centre staff, will in all respects be current, complete, and accurate;
- That you will provide to SPW all material and relevant facts required by SPW as may be appropriate to any dealings you have with SPW. If you do not provide the information, or provide information that is incorrect, SPW may, at its choice, cancel the agreement or transaction arising from your dealings with SPW.

14. INTELLECTUAL PROPERTY RIGHTS

The website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to SPW.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without SPW or the licensor's prior written consent.

15. BREACH

SPW reserves the right to -

- Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) SPW is unable to verify or authenticate any information you provide to it;
- or (c) SPW believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place SPW in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

16. INDEMNITY

You agree to indemnify and hold harmless SPW, any member of the Sanlam Group and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

17. JURISDICTION AND APPLICABLE LAW

Any claim arising from:-

- The use or inability to use the SPW website;
- An application for, and the rendering of a service or providing of a product;

is subject to the laws of England and Wales in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with your use of the SPW website and any non-contractual obligations arising out of or in connection with such use (a "Dispute"). You agree that the courts of England are the most appropriate and convenient courts to settle Disputes and you will not argue to the contrary.

This clause is for the benefit of SPW only. As a result, SPW will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed, SPW may take concurrent proceedings in any number of jurisdictions.

18. SPW'S CONSENT

To obtain SPW's consent as provided for in these Terms of Use, please address the request to webmaster@SPW.co.za.

TERMS OF USE

EMAIL

The content of an email, which may include one or more attachments, is strictly confidential and is intended solely for the use of the named recipient(s). If you have received an email in error, you are not permitted to disclose, distribute or retain it and you are requested to notify the sender immediately by return email and then delete it.

Email isn't necessarily secure or error-free; information could arrive late or contain viruses, or be incomplete, intercepted, corrupted, lost, or destroyed. It is the responsibility of the named recipient(s) to ensure that emails are virus-free. SPW does not accept any liability for damage caused by any virus or other malware transmitted by this email.

No employee, contractor, or intermediary is authorised to conclude an agreement on behalf of SPW by email without express written confirmation by a duly authorised representative of that member.

The use or content of email is intended for the SPW's business. If it is used for any other purpose, the views expressed are those of the sender and no liability will attach to any member of the Sanlam Group.

SPW reserves the right to monitor, access, intercept or block emails addressed to all SPW addressees, in accordance with its email policy, as it applies from time to time.

TERMS OF USE

SMS

Please note the terms of use set out below. They are binding for all SMS's.

Please check this website regularly for changes. The terms of use may change from time to time and without notice. The changed terms are also binding.

Please address disputes and complaints arising from the use of SMS's to clientcare@sanlamprivatewealth.mu.

Please read the Terms of use carefully before using any of our other web pages.

1. COPYRIGHT

SPW owns this web page and its content. All rights not expressly granted are reserved.

2. PRIVACY POLICY

Your privacy is important to us.

Always ensure that we have your current mobile number and alert us immediately if your mobile has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy policy.

3. DISCLAIMER

SPW will not be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

SPW will not be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by SPW via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, SPW makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

In the event of SMS's sent by Multi-Data on behalf of its client(s), SPW accepts no obligation to verify the correctness of any information received from the clients and contained in such SMS's, and disclaims liability for any errors.

4. APPLICABLE LAW

The use of, and information appearing in SMS's is governed and interpreted in accordance with the laws of England and Wales.

5. INTELLECTUAL PROPERTY RIGHTS

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without SPW's written permission. You may not use the name of SPW or our logo in any way without our prior written permission.

6. BREACH

SPW reserves the right to refuse to provide any SMS service if: (a) you breach any of these terms of use; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that you're conducting activities that are illegal or abusive, or put SPW in disrepute.

7. INDEMNITY

You agree to indemnify and hold harmless any member of the Sanlam Group and our respective directors, officers, employees, agents, licensors, suppliers and any third party information providers from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these terms of use.