

# Website Terms and conditions

## Introduction

'MMCP Advisors' or 'we' refers to one or more of the companies in the MMCP group that operate in South Africa.

'You', 'your' or 'yourself' refers to the user of the MMCP Advisors website ('site'), and as the context requires, may be a reference to any client or potential client of MMCP ADVISORS, or any financial adviser or consultant who act 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 MMCP ADVISORS and yourself. The current version of these Terms governs our respective rights and obligations each time you access this site.

*If you do not agree to these Terms, please do not make use of this site.*

## 2. Nature of information on the site

The information and content (collectively 'information') accessible through this site is provided by MMCP ADVISORS as general information about the companies and their products and services. MMCP ADVISORS does not guarantee the suitability or value of any information or particular investment source. Any information in this website is provided "as is" and not intended 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 MMCP ADVISORS, 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 MMCP ADVISORS.

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 MMCP ADVISORS will not be liable for any inaccuracy in the calculation.

Unless indicated in writing by MMCP ADVISORS, 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 MMCP ADVISORS 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 MMCP ADVISORS shall not be bound in any manner until such requisite documentation has been signed by you and accepted by MMCP ADVISORS.

MMCP ADVISORS 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. Where 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.

## **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.

MMCP ADVISORS shall be entitled to regard all instructions and transactions received from you as originating from you and to act on such instructions or transaction.

In relation to the conclusion of electronic transactions, MMCP ADVISORS 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 MMCP ADVISORS 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 MMCP ADVISORS. You thereby agree that all electronic agreements, notices, disclosures and other communications sent by MMCP ADVISORS 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 MMCP ADVISORS acting on the information communicated by you to us electronically. It is your responsibility to ensure that MMCP ADVISORS has received the information communicated by you electronically.

You acknowledge and consent that MMCP ADVISORS, 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 MMCP ADVISORS.

Where a financial adviser has logged onto the site's on-line transactions by utilising his access codes, such adviser warrants to MMCP ADVISORS that he/she is acting on the valid instruction of the client. MMCP ADVISORS'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 MMCP ADVISORS against any loss or damage to the client caused by an erroneous instruction received from the financial adviser. MMCP ADVISORS 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 MMCP ADVISORS once MMCP ADVISORS has confirmed receipt either via e-mail or SMS sent by MMCP ADVISORS 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 MMCP ADVISORS 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 MMCP ADVISORS 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 MMCP ADVISORS 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 after that 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 MMCP ADVISORS shall bear no liability.

## **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 MMCP ADVISORS (including subsidiaries), and may not be reproduced or disseminated in whole or in part without MMCP ADVISORS'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 risk 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, without notice. 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, MMCP ADVISORS shall be entitled to terminate your access to this site immediately without prior notice and without prejudice to MMCP ADVISORS's other rights in terms of these Terms or at law.

MMCP ADVISORS reserves the right to terminate a financial adviser's use or availability of the MMCP ADVISORS 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. MMCP ADVISORS will, however, terminate a financial adviser's use of the MMCP ADVISORS on-line transactions without any notice to such financial adviser, if:

- MMCP ADVISORS 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.

MMCP ADVISORS will not be liable for any damages, of any nature, suffered by the financial adviser or the client in the event of MMCP ADVISORS terminating the financial adviser's access to MMCP ADVISORS 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.