

For the use of the Client Online Services

By accepting these terms and conditions, you hereby acknowledge and admit that you have carefully read these terms and conditions, that you fully understand and appreciate these terms and conditions and that you unequivocally agree to be legally bound by these terms and conditions.

1. Introduction

- 1.1 These terms and conditions sets out the terms of the agreement between yourself and Alexander Forbes Investments ("the Agreement") under which we will provide you with access to the Alexander Forbes Investments Client Online Services. It is therefore in your interest to read these terms and conditions carefully. The terms and conditions may be changed by giving you notice of such changes. A notice of amendment will be posted on our website from time to time. By continuing to access and use the Client Online Services, you indicate your ongoing willingness to be bound by these terms and conditions. The current version of these terms and conditions will govern Alexander Forbes Investments Limited ("Alexander Forbes Investments") and your rights and obligations each time you access the Client Online Services.
- 1.2 If there is anything in this Agreement that you do not understand please do not hesitate to contact us on 0860 333 316 (the "Customer Number"). Please note that calls to the Customer Number may be monitored for training, security and quality assurance purposes.
- 1.3 Unless otherwise stated, the Client Online Services is provided to you by Alexander Forbes Investments Limited, a company registered in the Republic of South Africa (Registration Number: 1997/000595/06) with its principal place of business at 115 West Street, Sandown, 2196. References to "we", "our" and "us" are references to Alexander Forbes Investments or its successors or assigns.

2. Supply of goods and/or services in terms of the electronic communications and Transactions Act 25 of 2002 ("The Act").

- 2.1 Insofar as this Agreement falls within the ambit of the Act, the following information is made available to you in respect of the supply of goods and/or services offered for sale, hire or exchange by way of an electronic transaction:
 - 2.1.1 All our contact details are set out in clause 9 below.
 - 2.1.2 Goods and/or Services: The goods and/or services provided through the Client Online Services are various services which enable you to give instructions to Alexander Forbes Investments in respect of your investment account in relation to a policy of insurance or other investments.
 - 2.1.3 Complaints and Disputes: We invite you to contact us by way of the contact details set out in clause 9 below. We do not currently subscribe to any alternative dispute resolution code or mechanism.
 - 2.1.4 Policies: Our policies are set out in this Agreement below.
 - 2.1.5 In terms of Section 42(2)(a) of the Act, you acknowledge and agree that Section 44 of the Act will not apply to transactions concluded by means of the Client Online Services.

3. Use of the site

- 3.1 You agree to use the Client Online Services for lawful purposes only. Without derogating from the generality of the foregoing, if you should choose to access or use the Client Online Services from locations other than the Republic of South Africa, you do so at your own initiative and risk and you agree that you are responsible for compliance with applicable local laws.
- 3.2 The following activities on or through the Client Online Services are expressly prohibited:
- 3.2.1 any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Client Online Services or the content contained thereon, without the prior written authority of Alexander Forbes Investments;
 - 3.2.2. the collection or use of any listings, descriptions, and/or price lists from the Client Online Services for the benefit of a competing merchant that supplies products comparable to those offered on the Client Online Services;
 - 3.2.3. any use or action that imposes an unreasonable or disproportionately-large load of traffic on the Client Online Portal, or otherwise interferes with the proper and timely functioning of the Client Online Portal;
 - 3.2.4. any attempt to gain unauthorised access to the Client Online Services or its related systems or networks;
 - 3.2.5. accessing the Client Online Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose; and
 - 3.2.6. the reverse engineering or decompiling of the Client Online Services to: (i) build a competitive product or service;
 - (ii) build a product using similar ideas, features, functions or graphics of the service; (iii) copy any ideas, features, functions or graphics of the Client Online Services.
- 3.3. You are responsible for maintaining the confidentiality and security of your user name and password for access to the Client Online Services and you accept full liability for all activities that occur on or related to the Client Online Services under your user name. You may not:
- 3.3.1. impersonate another user or any third party; and
 - 3.3.2. provide false information to gain access to the Client Online Services; or
 - 3.3.3. view the information of other Clients or users.
- 3.4. You agree that in the event that your username and password is compromised, you will immediately notify Alexander Forbes Investments and change your username and password and you hereby indemnify and hold Alexander Forbes Investments harmless against any claim arising out of any unauthorised use.
- 3.5. If an instruction is sent by means of the Client Online Services with regards to any of your investments held with Alexander Forbes Investments, a confirmation e-mail will be sent to your designated e-mail address. If you do not receive a confirmation email then your transaction has not been successfully received by Alexander Forbes Investments. In such circumstances we suggest that you contact your client service number identified in paragraph 9.
- 3.6. Subject to the provisions of Clause 3.7, the following timelines will apply in respect of your instructions:

| Instruction | Cut-off time for receipt of instruction and all requirements | Business day to Process | Business day to buy or sell | Business day for value |
|--|--|-------------------------|-----------------------------|------------------------|
| Investments/Disinvestments ¹ | Before 11:00 (Day 1) | Day 1 | Day 1 | Day 1 |
| | After 11:00 (Day 1) | Day 2 | Day 2 | Day 2 |
| Switches between portfolios of the same product supplier ² | Before 11:00 (Day 1) | Day 1 | Day 1 | Day 1 |
| | After 11:00 (Day 1) | Day 2 | Day 2 | Day 2 |
| Switches between portfolios of different product suppliers ² | Before 11:00 (Day 1) | Day 1 | Day 2 | Day 2 |
| Recurring withdrawal payments. This option is only available if the policy is outside a restriction period. | Withdrawal payments will be processed for value on the 23rd of every month. If the 23rd is not a Business Day it will be processed for value on the next Business Day. All payments will be made 2 Business Days after the process date. It may take longer for the payment to reflect in your bank account. | | | |
| New applications for recurring withdrawal payments. This option is only available if the policy is outside a restriction period | New applications together with all requirements need to be received by 11:00 the Business Day preceding the 23rd of a month for payment in that month. If you miss the cut-off time the first payment will be in the following month. The payment provisions listed above will thereafter apply. | | | |
| | | | | |

¹ Payment will be made to your bank account within one (1) business day after receipt of the disinvestments proceeds from a product supplier. It may take longer to reflect in your bank account.

² A switch requires a disinvestment from one portfolio and an investment into another portfolio. The investment side of a switch can only be completed if the disinvestment proceeds have been received from the portfolio disinvested from.

Alexander Forbes Investments will use its best endeavours to meet the undertaking as per clause 3.6 above, the processing of instructions is also dependent on factors including, but not limited to the following factors:

- 3.7.1 you completing and submitting all necessary
 - 3.7.2. the nature of your policy;
 - 3.7.3. the size of an investment or disinvestment made; and
 - 3.7.4. the nature of portfolios in which you have invested;
 - 3.7.5. circumstances beyond Alexander Forbes Investments reasonable control, which may prevent the processing of an instruction
- 3.8. Alexander Forbes Investments will use reasonable endeavours to execute all instructions received through the Client Online Services in a prompt and timeous manner. However, Alexander Forbes Investments shall not be responsible and disclaims all liability for any claims arising from the late or delayed attendance by Alexander Forbes Investments to your instructions, it being agreed that such instructions are issued through the Client Online Services solely at your own risk.
- 3.9. Once an instruction has been successfully issued by means of the Client Online Services to Alexander Forbes Investments, it cannot be withdrawn and will be processed in accordance with clause 3.6 above.
- 3.10. Money payable pursuant to a disinvestment instruction will be paid into your designated bank account. Please note that your bank account details cannot be amended by means of the Client Online Services.
- 3.11. You acknowledge and agree that all instructions and execution of such instructions are subject to the terms and conditions of the relevant product, as amended from time to time.

4. Intellectual Property

- 4.1. All content included on the Client Online Services, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of Alexander Forbes Investments or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Client Online Services is the exclusive property of Alexander Forbes Investments and is protected by South Africa and international copyright laws.

- 4.2. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of Alexander Forbes Investments or the copyright owner.
- 4.3. You may not “mirror” any content contained on the Client Online Services on any other server unless with the prior written permission of Alexander Forbes Investments.
- 4.4. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site, provided that the link does not portray Alexander Forbes Investments, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Alexander Forbes Investments logo or any other proprietary graphic or trademark whatsoever as part of the link without the express written permission of Alexander Forbes Investments, its affiliates and/or content suppliers.
- 4.5. All trademarks are and shall remain the exclusive property of Alexander Forbes Investments.
- 4.6. The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as to personal liability for damages.

5. Limitation of Liability

- 5.1. Whilst every attempt is taken by Alexander Forbes Investments to ensure your security when making use of the Client Online Services, due to the nature of the Internet we cannot guarantee that any products, services or any sites accessible via the Client Online Services are virus- or error-free. We therefore caution you to check all emails, attachments and files before downloading them.
- 5.2. We may provide links to other websites or resources. We are unable to accept, and do not accept, responsibility for these websites or resources; nor have we endorsed their content, products or services merely because they are accessible via the Client Online Services.
- 5.3. While we make all reasonable efforts to ensure that all information provided by us in connection with the Client Online Services is accurate at the time of its inclusion on the Client Online Services, you acknowledge and understand that there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations, guarantees or warranties of any nature whatsoever concerning the information included on the Client Online Services. You shall be solely responsible for any decisions or actions you take based on the information contained on the Client Online Services.
- 5.4. Information provided by Alexander Forbes Investments does not constitute legal or professional advice and should not be relied upon as such without taking independent advice.
- 5.5. While we take all reasonable steps to safeguard the security of any information you input or send to us in connection with the Client Online Services, by using secure services and encryption technology where we deem appropriate, we accept no responsibility or liability whatsoever for any damages that you may suffer as a result of the breach of confidentiality of such information.
- 5.6. You acknowledge that the use of the Client Online Services is at your own risk.

6. Our liability to you

- 6.1. We shall not be liable to you in contract, delict (including for negligence) or otherwise and you hereby indemnify us:
- 6.1.1. for any amount in respect of any damage or loss arising from the consequences of your use of the Client Online Services, viruses received by you via the Client Online Services or of our failure to provide the Client Online Services in accordance with this Agreement; or
- 6.1.2. for any economic losses, any indirect, special or consequential loss, loss of data, goodwill or reputation or any wasted expenditure including but not limited to losses caused by your use of the Client Online Services or through any viruses.

6.1.3. for any failure to perform our obligations or failure to perform our obligations properly as a result of our being prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

6.2. Each provision of this clause 6 operates separately. If any part is held by a court to be invalid, unreasonable or inapplicable then the other parts shall be severable and shall still apply in their entirety.

7. Changes, Suspension and Termination

7.1. We may alter and/or amend the Client Online Services at any time without giving notice to you.

7.2. We may suspend or terminate the Client Online Services at any time without giving notice to you.

7.3. Alexander Forbes Investments may terminate your access to the Client Online Services at any time for any reason, including any improper use of the Client Online Services or your failure to comply with this Agreement.

7.4. Such termination shall not affect any right to relief to which Alexander Forbes Investments may be entitled.

7.5. Upon termination of this Agreement, all rights granted to you will terminate and revert to Alexander Forbes Investments.

8. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the Johannesburg South Gauteng High Court in the event of any dispute arising from this Agreement. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between you and us with regard to the use of the Client Online Services.

9. Contact Details

In the event that you need to contact us for purposes related to this Agreement, please make use of the following contact details:

Telephone Number: 0860 333 316

Email Address: afinvestcontactcentre@alexforbes.com

Fax Number: +27 (0) 11 263 1001

Registered Address (and address for legal service):

115 West Street

Sandown

2196

Website: www.alexforbes.com

This Agreement was recently updated on 24 January 2023

Disclaimer

Alexander Forbes Investments Limited is a licensed financial services provider in terms of Section 8 of the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended, FAIS licence number 711. Please be advised that there may be representatives acting under supervision.

Forecasts and examples are for illustrative purposes only and are not guaranteed to occur. Any projections contained in the information are estimates only. Such projections are subject to market influences and contingent upon matters outside our control, so may not be realised in the future.

Please be advised that there may be supervised representatives.

Company registration number: 1997/000595/06

Pension Fund Administrator number: 24/217

Insurer number: 10/10/1/155

Postal address: PO Box 786055, Sandton 2146

Physical address: 115 West Street, Sandown 2196

Telephone number: +27 (0) 11 505 6000

The complaints handling procedure and conflict of interest management policy can be found on our website:

www.alexforbes.com.