

WEBSITE TERMS POLICY

Preamble

“Interactiv24” is a product of AFK Capital (PTY) LTD, an authorised financial services provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 51875 and reg. No. 2021 / 311713 / 07, located at The Capital Trilogy, Menlyn Main Amaranth Ave, Waterkloof Glen, 0181 Pretoria, Gauteng, South Africa.

These Website terms policy of use contain the terms and conditions (“Website Terms“) governing Client or Potential Client use of this websites located at www.interactiv24.com (Hereafter in this Website terms: The website).

Website Terms will become binding and enforceable against Client or Potential client upon their use of the Website, and every person who accesses, uses or views the Website or any part thereof (Hereafter in this Website terms: The Client).

The Website is offered subject to Client acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Company Privacy Policy,

Website disclaimer and all other legal documents that may

be published from time to time on this Website and that is binding on relationship with the Client when providing our service (collectively in this Website Terms: the Agreement).

Access, registration and use of the Website is governed by and construed in accordance with South African law as well as other relevant international regulations and positive industry rules. All disputes in connection with the services and any this Website, shall be governed by, and construed in accordance with, the laws of South African.

PLEASE READ THESE WEBSITE TERMS CAREFULLY BEFORE USING THIS WEBSITE

Definitions

As used in this Website terms, the following terms shall have the following meanings Unless otherwise determined by the context, the words and expressions:

- Consent means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information,
- Content means all materials, including without limitation text, design, graphics, photographs, advertisements, video clips, music and sounds, white papers, frameworks material that Client submits for storage, processed by, or transmission through this Website,

- Personal Information as defined by Protection of Personal Information Act No. 4 of 2013, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
 - - Personal Information the biometric information of the person;
 - the personal opinions, views or preferences of 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 views or opinions of another individual about the person; and
 - 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.
- Personal Information Act means the Protection of Personal Information Act No. 4 of 2013, Republic of South Africa.
- Processing as defined by Personal Information Act means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including:
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- the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - dissemination by means of transmission, distribution or making available in any other form; or
 - merging, linking, as well as restriction, degradation, erasure or destruction of information.
- Service means the service provided by Company in accordance with the authorized regulator, licencing Company to provide services of online derivatives trading to its esteemed Clients through this Website.

Acceptance of our Website terms

- Company permits the use of the Website subject to these Website Terms.
- By Client continued access and use of the Website is conditional on his acceptance of and continued compliance with the Website terms set out below. These Website terms will govern Client use of any new features that augment or enhance the current Services.
- If Client do not agree to be bound by these Website Terms, or any subsequent modification, he should not use the Website.
- The Client confirms that he has read these general terms, that he understands, accepts and agrees that

these terms of the website represent a legally binding agreement between the company and the Client, and that by accessing, viewing and / or using the Website in any way Client agrees to obligation of these Website Terms.

- Client continued access and use of the Website is conditional and shall constitute Client acceptance of these Website Terms.

Part I

Website terms

Company will make every effort to keep the information supplied on its website current and in accordance with relevant guidelines and legislation, and its website functioning, it does not accept any liability for loss or damages arising from the use of any information available on its website, for its website not functioning properly, or services or products included on the Website.

The Company cannot guarantee or warrant that the Website and the Service will be available at all times, nor that Website will be error-free or free of inaccuracies on content, material or items posted on Website.

At any time, the Company may disable or restrict access to the Website and / or services offered through Website in order to allow for the repair, maintenance, or introduction of new services or functionality. Clients

acknowledge and agree that he is not entitled to any compensation related to such service interruptions.

Company shall grant you, for the term of this Website Terms and Agreement of Services Company provides, a personal, limited, non-exclusive, non-sublicensable revocable, non-transferable and non-sublicensable licence to use that Website and Service offered through Website pursuant to and in strict accordance with this Agreement Terms.

Company may provide certain portions of our Services under licence from third parties, and Client will comply with any additional restrictions on Client usage that we may communicate to Client from time to time, or that are otherwise the subject of an agreement between Client and such licensors.

Not-exclusive licence means that Company is entitled to allow other Clients to access the services on Website.

Non-transferable and non-sublicensable licence means that Client will not be able to assign or sub-license the right to use or modify the Service without the Company's permission.

Client acknowledgement

All information, Content and data on website are provided to Client on an "as is" and "as available" basis without warranties of any kind.

In respect of any investment decision or proposed transaction based on information, Content and data provided on this Website, Client should seek independent advice, including but not limited to, advice from a financial adviser as to the suitability of any investment products.

Any claims relating to the license to the Website, possession or use of the Website are between Client and Company (and not between Client, or third party) including any claim that the Website fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation.

Company have right to refuse to provide Service or access to Website at any time to anyone at our own discretion.

Use of the website and service

We respect the intellectual property rights of others, and we ask our Clients to do the same. In accordance with applicable law, in appropriate circumstances and in our sole discretion, Company may suspend or terminate the rights of any Client to use the Services (or any part thereof) who infringes the intellectual property rights of others. Access to the Website is permitted only in accordance with these Website Terms and Company may suspend or terminate the rights if and of the following is brought to Company attention:

- any breach of these Website Terms,
- Client have provided Company with any incorrect, wrong or phoney information,
- Company obtains information that the Client has given its login credentials to a third party, or a third party has obtained this data because Client has not taken due care to keep login credentials secure from third parties.

Client agrees that he will not use the Website to do any of the following:

- Breaching the security of the Services, identifying, probing or scanning any security vulnerabilities in the Services,
- Accessing or trying to access data not intended for Client,
- Use the website in any way that violates any of national or international law,
- Interfering with, circumventing, manipulating, overloading, impairing, or disrupting the operation, or the functionality of the Services,
- reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Website, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scraping the Website in any manner, or attempt to do any of the foregoing,

- Upload files that contain viruses, corrupted files, or any other similar software that may damage the operation of the Website or software connected to Website,
- Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party,
- Working around any technical limitations in the Service,
- Using any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service,
- Upload content that provides materials or access to materials that are adult or sexual or that exploit anyone, and in particular people under the age of 18 (eighteen), in an abusive, violent or sexual manner,
- upload content that is defamatory, false, misleading, fraudulent, incisory, threatening or unlawful or in any way offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones, or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals,

Recording and monitoring communications

Client consent, subject to the provisions of the Regulation of Interception of Communications and Provision of

communication-related Information Act of 2002,

to the recording and real time monitoring of all conversations between Company and Clients and those of the other party hereto.

In addition, communications by mail, electronic communications system, facsimile or otherwise may be monitored and recorded by Company.

Client also agree and acknowledge that the consent he provided above satisfies the “writing” requirement specified in the Electronic Communications and Transactions Act of 2002 and in Regulation of Interception of Communications and Provision of communication-related Information Act.

Links to or from other websites

Any Links provided on this Website are provided for Clients convenience only. Should Client leave this Website via such a Link, the content that Client view in such linked web page or website owned or operated by third parties is not provided or controlled by Company. Company have not developed or reviewed and are not responsible for the consequences of Client accessing the linked web page or website, and/or the content at those web pages or websites.

Company make no guarantee, representation or warranty as to, and have no liability for, any content at those

websites, including, but not limited to, guarantees, representations and warranties regarding truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose or any representations or warranties arising from usage, Client or trade or by operation of law.

Any such Link to other linked web pages or websites on Company Website does not constitute an endorsement, authorisation, verification, or representation that we are affiliated with the operators or owners of those linked websites or an endorsement, authorisation, verification, or representation of or as to the contents of such linked websites.

Client agrees that access to and/or use of such linked web pages or websites is entirely at his own risk.

Company expressly disclaims any liability arising in connection with Client use and/or viewing of any Third-Party websites, and Client hereby agree to hold Company harmless from any liability that may result from Third Party sites.

Intellectual property rights

Company is the owner of the Website and so it retains all right on Content of this Website and is protected by applicable intellectual property and other laws. The non-

exclusive license right to use any Content is granted only upon acceptance of the Agreement with Company.

Company disclaims any responsibility for any unauthorized use of the Content of this Website by any third party.

Non-exclusive license right is subject to the following restrictions which Client agree not to, nor will Client allow any third party (whether for his benefit, or other benefit) to:

- modify or sell access to Website or Service,
- decompile, or disassemble the Website or Service to build products or services using similar ideas, features or Content made available through the Website or Service,
- create derivative works based on the Website or Service,
- merge the Website or Service with another product or copy the Website or Service, or remove or obscure any proprietary rights, notices, or labels on the Software.
- copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute, or disseminate any Company intellectual property,
- delete the copyright and other intellectual property rights Content from this Website.

Except with Company prior written permission no trademark, trade name, service mark, product name or logo may be used as a link or to mark any link to this Website.

Part II

Privacy policy

Company collect and hold Personal information based on consent given by the Client and for specific purpose of providing services to Client. Company collect and hold the following kinds of personal information about Clients:

- Contact details, such as Client name, email address, mailing address, and phone number,
- Login credentials such as username and password,
- Data about Client home, such as an area code or zip code depending on the location of Client home; and
- All other information that are required to be disclosed before Company provide its Service to Client.

Company may collect Client Internet Protocol (“IP”) address. It is an identifying number that is associated with a specific computer or computer network that may reveal Client or geographic area, based on IP address Company cannot determine individual identity solely based upon IP address. However, Company may link the last IP address individual used to access the Website to Personal Information Client provided us.

In addition to IP address, Company may also collect other unique for any computer, mobile phone or other device Client may use to access Website. A device identifier is a number that is automatically assigned to Client device used to access Website, and Company servers identify Client device by its device identifier.

Company may link the device identifier to other information about Client visit, such as what pages Client viewed, and to Personal Information Client provide to Company.

When Client download and use Company Services, Company may also collect information about mobile device Client uses, including the hardware model, operating system and version, mobile network information, time zone and location information.

Company may also collect information about how individual Client uses Website, such as timing and how often Client spends using the Website, as well as actions taken during the time spent on the Website.

Updating and changing of client personal information

Client is responsible for maintaining the accuracy of the information he submitted to Company, such as Client contact information provided as part of registration. Company will implement requested changes in our its

databases as soon as Company reasonably can. When Client changes his Personal Information or change his preferences on Website, information that Client removed may persist internally for Company administrative purposes. Client should note that it is not always possible to completely remove or delete all his information from Company databases and that residual data may remain on backup media or for other reasons.

If Client want to update or change his personal information he can contact Company directly by sending an email to: support@interactiv24.com

Use of personal information

Company collects only Personal Information that is necessary for the purposes of providing its Services. Company will retain Personal Information only for as long as is necessary to accomplish Company's legitimate business purposes or for as long as may be permitted or required by applicable law.

Company may collect and hold the Personal Information Client for the following purposes:

- to consider and assess an Client application to open a trading account,
- assist Company in establishing and managing the Client trading account,
- to notify Client of required Client information and

reports,

- to provide Client with information about our services, market trends or special offers,
- to protect our business and other Clients from fraudulent or unlawful activity,
- to conduct our business and perform other management and administration tasks,
- to consider any concerns or complaints Client may have,
- to manage any legal actions involving Company,
- Preventing, discovering and investigating violations of this Privacy Policy or any applicable terms of service or terms of use for the Website, and investigating fraud, chargebacks or other matters; and
- to comply with relevant laws, regulations, and other legal obligations, and
- to help us improve the products and services offered to Clients, and to enhance our overall business.

Unless it is made explicitly clear to Client beforehand, and Client have given the necessary consent, Client identity will not be disclosed by Company to any third parties.

Disclose and Cross-border Transfers of personal information

Company may disclose personal information to regulatory bodies, government agencies, law enforcement bodies and courts when permitted or required by law, when trying

to protect against or prevent actual or potential fraud or unauthorised transactions; or providing personal information to Investigate fraud which has already taken place.

Company may also disclose personal information to:

- an agent, contractor, or service provider to carry out our functions and activities, such as our lawyers, accountants to provide a service,
- organisations involved in managing payments, including payment merchants and other financial institutions such as banks,
- liquidity providers,
- trade repositories,
- anyone else to whom the individual authorises us to disclose it or is required by law.

Company will comply with Personal Information Act before transferring Personal Information to a third party who is not a contractor of Company. Before transferring Personal Information to a third-party contractor, such as an authorised service provider, Company will obtain assurances from the agent that it will process Personal Information in a manner consistent with this Privacy Policy. Where Company learns that a third-party contractor is using or disclosing Personal Information in a manner contrary to this Privacy Policy, Company will take reasonable steps to prevent such use or disclosure.

Security

The security and confidentiality of Client Personal Information is important, and Company takes commercially reasonable steps to protect and secure Personal Information. Company seek to protect Personal Data using appropriate technical and organizational measures based on the type of Personal Information and applicable processing activity.

Company employees must respect the confidentiality of the personal information Company collect. Company hold all of Client personal information in secure computer storage facilities and in paper-based files.

In relation to our personal information security, Company apply the following guidelines:

- passwords on all computers are routinely checked,
- Company change employees' access capabilities when they are assigned to a new position,
- employees have restricted access to certain sections of the system based on their performance of a specific job / task,
- the system automatically logs and reviews all external unauthorised access attempts,
- unauthorised employees are barred from updating and editing personal information,
- all personal computers which contain personal information are secured, physically and electronically,

- data is encrypted during transmission over external networks; and
- print reporting of data containing personal information is limited.

Although Company will do all things reasonably necessary to protect Client Personal Information, no data transmission over the Internet, by wireless transmission or any electronic storage of information can be guaranteed to be 100% secure. Please note that Company cannot ensure or warrant the security of any information we collect, and Company cannot guarantee, nor does Company accept any liability of whatsoever nature for any unauthorised or unlawful disclosure and/or use of Client Personal Information, either by employees and/or made by any third parties who are not subject to our control, unless such disclosure and/or use is as a result of our gross negligence.

Data Breach Reporting

Company is required to comply with the data breaches. Should Company become aware of any possible data breach where Personal Information may have been accessed without the known consent of Company, then this must be immediately reported to the Company security manager.

The Company security manager, in conjunction with Senior Management, will investigate the matter and if

necessary, obtain legal advice. Company will immediately notify Client of any breach which occurs in relation to Client Personal Information and/or any infringements of Personal Information Act.

If Client want to report data breach on his personal information, Client can contact Company directly by sending an email to: support@interactiv24.com

Part III

General terms of this Website

This Terms and the rights from them shall be effective and continue for the indefinite period or until such time as they are terminated by Client or by the Company.

Termination by Company

- Company we may terminate or suspend the rights of any Client to use the Website who infringes the intellectual property rights of Company, or in the event that Company believes that Client have breached these Website Terms or any policy posted on the Website.
- If Client breach these Website Terms, Company will provide Client with written notice, of breach and a period of 5 days to remedy his breach. If Client does not remedy his breach within the 5 days after

Company have asked Client to do so, Company may terminate these Website Terms immediately on written notice to the physical or email address Client provided to us during registration process.

- In case Client provided Company with inaccurate, incomplete, or obsolete information Company may immediately terminate Client account.
- The Company may also terminate these Website Terms immediately if required to do so for legal reasons, upon written notice to the physical address or email address Client provided to Company during registration process, or by giving the previous 5 days written notice to the physical or email address Client gave Company during registration process.

Termination by Client

Client may terminate these Website Terms by giving us 5 (five) days' prior written notice to the Company official address set out on the Website.

Disclaimer of warranty

Company, its directors, officers, employees, agents and/or other persons for whom according to the broadest understanding of the law Company may be liable, do not guarantee, represent or warrant:

- That Website may not contain or have errors, delays, omissions, interruption, breach of security, corruption, unavailability of access in connection with or inaccuracies in the materials or our Website,
- Access and use of our Website will be uninterrupted, always on time, secure or error-free,

Company does not give any representation or warranty as to reliability, accuracy or completeness of the information contained in this Website and therefore all responsibility is expressly disclaimed, whether due to the negligence of Company or otherwise. Company accepts no liability for any errors in data or other information provided by Clients and transmitted through this Website, whether that error is a technical malfunction or caused by the client.

The materials available through Website should therefore not be relied upon. Client shall at all times, rely on his own independent assessment and judgment and it is Client sole responsibility to determine the accuracy, reliability and credibility of any material, information, comments, complaints, or remarks regarding products, services and/or the quality of products or Services.

Limitation of liability and indemnities

- Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Company including, without limitation, loss or damage

resulting, directly or indirectly, from Client use of Website or Client breach of these Website Terms, any delays or inaccuracies in the transmission through this Website and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

- Client hereby indemnify Company, its directors, officers, employees, agents and/or other persons for whom according to the broadest understanding of the law Company may be liable to Client, for any claims or losses of whatever nature in relation to the Website as a result of Client or anyone else gaining unlawful access to the Website or any of its Content or as a result of Company acting on an instruction received from Client, including to access Client information held with any third party institution.
- Company does not warrant that the any Services provided will be available without interruption or will be error free and such Services are being provided “AS IS” without any representation or warranty of any kind whatsoever except as otherwise set forth herein.
- Under no circumstances shall Company be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Company Services including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access

to, alteration, theft or destruction of Clients computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.

- Company does not warrant or make any representations or guarantees that Client will earn any money using the Website or Service. Client accepts all responsibility for evaluating his own earning potential as well as executing his own business and services. Client earning potential is entirely dependent on his own products, ideas and techniques.
- Company will not be responsible for and Client will indemnify Company, its directors, employees against and hold them harmless from:
 - - All losses in respect of any claims of whatsoever nature which may be brought against Company or which Company may suffer or incur as a result of acting or not acting on any instruction received from Client in relation to the Website,
 - Any unauthorised interception or monitoring of the Website,
 - All losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from Client use of or Client inability to use the Website and/or Client breach

of these Website Terms, to the extent that it is permissible for Client to give this undertaking in law,

- Any infringement of any intellectual property rights by Client,
- All losses incurred as a result of unauthorised access to or alteration of Client information and/or any third-party information provided by Client or any third party pursuant to these Website Terms,
- All losses arising from relying on any information obtained by Client through use of the Website,
- Losses incurred as a result of any inaccurate information or data published on the Website.
- all losses, including losses for unauthorised access to Client confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Service, the Website or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond Company control;
- All losses incurred as a result of Client failure to obtain any relevant consents, authorisations or permissions in respect of any user content submitted to us;
- Losses incurred due to inability to access the

website or during the maintenance of the website.

Changes to these terms

Client understands, acknowledges, and agrees that Company may amend or change this Website Terms at any time. Company will provide to Client change by posting the amendment on Company Website, or by sending an email to Client. Client agrees to be bound by the terms of such amendment or change on that date.

In event that Client objects to any such change or amendment, Client agrees to terminate service by written notice to Company to be given within 5 (five) days of the change taking effect.

Governing law and jurisdiction

These Website terms shall be governed by, and construed in accordance with, the laws of Republic of South Africa.

Client agrees to submit to the non-exclusive jurisdiction of the Republic of South Africa courts.

General

The provision of our services to you is subject to all applicable laws, regulations and other provisions or market practices to which we are subject. If any conflict arises between the Website Terms and any applicable

laws or regulations, the latter shall prevail. We are not required to do anything or refrain from doing anything which would infringe any applicable laws or regulations and may do whatever we consider necessary to comply with them.

If any provision of this Website Terms shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Website Terms which shall remain in full force and effect.

Any failure by Company to insist upon strict compliance with any provision of the Website Terms shall not constitute nor be deemed to constitute a waiver by Company of any of our rights or remedies. The rights and remedies conferred upon us under this Website Terms shall be cumulative and the exercise or waiver of any part thereof shall not preclude or inhibit the exercise of any other additional rights and remedies.

Client contact information

If a user has a question or complaint regarding the this Website Terms, please send an email to:

support@interactiv24.com

Or to our registered mail address: PO Box 39027

Moreletapark, Pretoria, Gauteng 0044

Any questions, requests or notices sent by the Company to the Client will be sent to the email address or postal

address Client first provided to Company at the time of registration process.

Company contact information

If Client have any questions about this Website Terms, Client may send us the email at support@interactiv24.com

Disclosures required by the Electronic Communications and Transactions Act

Access to and use of the Website or Service available on or through the Website is classified as an “electronic transaction” in terms of the Electronic Communications and Transactions Act of 2002 and therefore Client have the rights detailed in Chapter VII of the Electronic Communications and Transactions Act of 2002 and we have the duty to the disclose the following information:

- Main business: Financial Services Provider – Over-the-Counter Derivatives Provider
- Website address: www.interactiv24.com
- Official email address: support@interactiv24.com
- Governing terms of use: These Website Term

