

CAP EQUITY MANGEMENT (PTY) LTD



TERMS OF SERVICE

Welcome, and thank you for using Cap! When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the Terms of Service below.

Note: By registering as a user on www.cap-equity.com you are entering into a legally binding agreement with Cap Equity Management (Pty) Ltd.

1. INTRODUCTION TO OUR PLATFORM

The Terms and Conditions contain the terms of use of our website www.cap-equity.com ("our platform") which includes our marketplace for posting expressions of interest to enter into negotiations for the purchase and sale of securities ("Marketplace") ("Terms and Conditions"). Use of our platform includes accessing, browsing, and entering into negotiations for the purchase and sale of securities on the Marketplace or any other form of utilisation of our platform.

Please read these Terms and Conditions carefully before you start to use our platform. We also recommend that you print a copy of this for future reference.

By using our platform, you confirm that you accept these Terms and Conditions and that you agree to comply with them. Please contact us should you have any concerns or queries regarding these Terms and Conditions and your rights and obligations as set out here.

If you do not agree to these Terms and Conditions, you must not use our platform.

2. INFORMATION ABOUT US

www.cap-equity.com is a platform operated and hosted by Cap Equity Management Proprietary Limited ("Cap" or "we" or "us"). We are a registered company in South Africa, with company registration number K2021645755 and physical address at 6 Chamberlain Road, Claremont, Cape Town, Western Cape, 7708.

We are in the process of obtaining our license as a registered financial services provider ("FSP") in accordance with the provisions of the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"). We seek to be authorised to render intermediary services in respect of securities (securities) and will obtain this license prior to offering the intermediary services. We do not give advice, but we can refer you to a third party which is authorised to give advice should you so require.

The Marketplace is not a stock exchange for trading of securities and as such, no offers or acceptances for the purchase and sale of securities may be posted on the Marketplace or anywhere else on our platform.

We will also be regulated by the Information Regulator in South Africa, in terms of the Protection of Personal Information Act 4 of 2013. We abide by all relevant legislation and regulation, including the Financial Intelligence Centre Act 38 of 2001 ("FICA").

3. REGISTRATION TO USE OUR PLATFORM AND MARKETPLACE

Before using our platform, you must register.

In order to be an active participant in a Marketplace, you will be required to provide us with the relevant supporting documentation which we will request from you for purposes of carrying out the identification and verification process in terms of FICA.

You may register online on our platform.



Once you have successfully registered, you will receive an e-mail notification confirming your registration; and when the Platform goes into a live status, you will receive an e-mail notification providing you with a username and password to enable you to access our platform.

You must successfully complete the FICA process in order to be able to be an active participant and enter into negotiations for the purchase and sale of securities ("Expressions of Interest", "Expressions" or "EOI") through the Marketplace. We may also need to verify your identity before you may have access to the Marketplace.

At this stage, we do not cater for the use of brokers, but please do send feedback to us here (info@cap-equity.com) should you seek this functionality.

4. OTHER APPLICABLE TERMS

These Terms and Conditions refer to the following additional terms and conditions which are incorporated by reference in this clause:

- Our Privacy Policy which sets out the terms on which we process any personal data or information which we may collect from you, or that you provide to us. By using our platform, you consent to such processing and you warrant that all data or information provided by you is accurate.

To contact us, please send an email to info@cap-equity.com.

5. CHANGES TO THESE WEBSITE AND MARKETPLACE TERMS AND CONDITIONS

We may revise these Terms and Conditions at any time by amending this page.

Please check this page from time to time to take notice of any changes we made. If you continue to use of our platform, you will be deemed to have consented to the changes.

6. CHANGES TO OUR PLATFORM

We may update our platform from time to time, and may change the content at any time. However, please note that any of the content on our platform may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our platform, or any content on it, will be free from errors or omissions, but all reasonable efforts have been undertaken to minimise such errors and omissions.

7. ACCESSING OUR PLATFORM

We do not guarantee that our platform, or any content on it, will always be available or be uninterrupted. Access to our platform is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our platform without notice. We will not be liable to you if for any reason our platform or any part of it is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our platform.

8. YOUR USERNAME AND PASSWORD

You must treat your username and password or any other piece of information as part of our security procedures as confidential. You should not disclose it to any third party.



We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at info@cap-equity.com.

9. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise indicated, we are the owner or licensee of all intellectual property rights in our platform, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may print one copy, and may download extracts, of any page(s) from our platform for your personal use and you may draw the attention of others to content posted on our platform.

You may not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you may not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our platform must always be acknowledged.

You may not use any part of the content on our platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print, copy or download any part of our platform in breach of these Terms and Conditions, your right to use our platform will cease immediately and you must, at our instruction, return or destroy any copies of the materials you have made.

10. NO RELIANCE ON INFORMATION

The content on our platform is provided for general information only. It is not intended to amount to advice (as that term is defined in FAIS) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our platform.

Although we make reasonable efforts to update the information on our platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our platform is accurate, complete or up-to-date.

11. LIMITATION OF OUR LIABILITY

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our platform or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, or delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our platform;
- use of, or inability to use, links to other websites; or
- use of or reliance on any content displayed on our platform.

We will not be liable for any loss or damage caused by a virus, distributed denial-of- service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our platform or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12. VIRUSES

We do not guarantee that our platform will be secure or free from bugs or viruses.



You are responsible for configuring your information technology, computer programs and platform in order to access our platform. You should use your own virus protection software.

You must not misuse our platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our platform, the server on which our platform is stored or any server, computer or database connected to our platform. You must not attack our platform via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may commit an offence under relevant laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our platform will cease immediately.

13. LINKING TO OUR PLATFORM

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You may not establish a link to our platform in any website that is not owned by you.

Our platform must not be framed on any other website, nor may you create a link to any part of our platform other than the home page.

We reserve the right to withdraw the permission to link to our platform without notice to you. If you wish to make use of content on our platform other than that set out above, please contact info@cap-equity.com.

14. THIRD PARTY LINKS AND RESOURCES IN OUR PLATFORM

Where our platform contains links to other websites and resources provided by third parties, these links are provided for your information only, unless the link is required by us to process a transaction involving the sale or purchase of securities.

We have no control over the content of those websites or resources.

15. GOVERNING LAW

These Terms and Conditions and the laws of the Republic of South Africa will govern any dispute or claim arising out of or relating to your use of our platform.

Thank you for visiting our platform.