



TERMS OF USE

1. INTRODUCTION AND NOTICE

1.1 SIMVIDA Proprietary Limited (Registration Number 2020/784560/07) (the “**Service Provider**” or “**Simvida**”) has developed a platform which amongst others:

1.1.1 gives the User the ability to view either its own or its client’s investment and lifestyle information and track this against financial goals;

1.1.2 simplifies the collaboration between the User and its clients and/or financial advisors; and

1.1.3 makes possible the retention of information and supporting documentation in one place.

1.2 The Simvida platform, which is accessible on the SIMVIDA website, www.simvida.com (“**Website**”) is available to Users on a pay per use and/or subscription basis.

1.3 **SIMVIDA is not:**

1.3.1 a licensed financial services provider in terms of the Financial Advisory and Intermediary Services Act, 2002, a bulk administrator, nor does it render intermediary services for or on behalf of any User, client or product supplier. Accordingly, the Website and Services do not facilitate, manage, administer and/or maintain any financial product or transaction related to it;

1.3.2 authorised to provide financial advice nor to recommend the entering into of any transaction in respect of a financial product with a product supplier.

1.4 TERMS OF USE

1.5 This document (“**Terms of Use**”) sets out the legal Terms of Use for accessing and using the SIMVIDA website at www.simvida.com (“**Website**”), the Simvida Mobile Application (“**Mobile Application**”) as well as the information, products, services and functions on the Website and Mobile Application (“**Services**”).

1.1 By accessing the Website, Mobile Application and the Services, the person or persons concerned (“**User**” or “**Users**”) agree to be bound by these Terms of Use and warrant that they are authorised to do so. If a User does not agree with all the Terms of Use or is not authorised to access the Website, Mobile Application and the Services, they must stop immediately and exit the Website or the Mobile

Application as the case may be. Should a User have any queries in this regard, the Service Provider's contact information is detailed in paragraph 20 below.

- 1.2 The Website, Mobile Application and Services are intended for Users who are or alternatively are represented by a User who is at least 18 years of age. Persons under the age of 18 are not permitted to use the Website and Mobile Application nor are they permitted to register for, access or use the Services.
- 1.3 If there is anything in these Terms of Use that the User does not understand, the User may contact the Service Provider using the contact details as set out in paragraph 20 below. Please take note that calls to the Service Provider are charged at national call rates and may be monitored and/or recorded for training, security and quality assurance purposes.

2. **CONTENT OF THE WEBSITE**

- 2.1 Information accessed via the Website or using the Services may not be current information and is for information purposes only. Information provided does not constitute advice and before a User makes a decision based on information obtained on the Website or by using the Services, this must be verified as being accurate and up to date.
- 2.2 The Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms of Use. Such amendments shall supersede and replace any previous Terms of Use.
- 2.3 The Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and/or Mobile Application and any information or Content thereon.
- 2.4 The Service Provider reserves the right to change and amend the Services and quoted prices and rates from time to time.
- 2.5 Each time a User accesses the Website and/or Mobile Application and/or uses the Services, the User shall be deemed to have consented, by such access and/or use, to these Terms of Use, as amended and/or replaced by the Service Provider from time to time. If the User is not satisfied with the amended Terms of Use, the User should refrain from using the Website, Mobile Application and the Services.
- 2.6 The Service Provider may use the services of third parties to provide information on the Website and/or Mobile Application. The Service Provider has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The User agrees that such information is provided "as is" and that the Service Provider shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.
- 2.7 The Service Provider makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website and Mobile Application, including:
 - 2.7.1 that they are error and virus free or that they are free from any other data or code which has the ability to corrupt, damage or affect the operation of the User's system; and

2.7.2 that they meet any criteria of performance or quality.

2.8 The Service Provider expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy with regards to the Website, the Mobile Application and/or the Services and any content and information contained on or derived from the Website.

2.9 The Service Provider disclaims any responsibility or liability for the verification of any claims or information obtained on or from the Website, Mobile Application or from utilising the Services.

3. **USAGE RESTRICTIONS**

3.1 The User hereby agrees that the User shall not directly nor indirectly, whether itself or through a third party or otherwise:

3.1.1 copy, reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any content on and/or forming part of the Website and Mobile Application ("**Content**") or the Website and Mobile Application itself for any reason and in any manner;

3.1.2 decompile, disassemble or reverse engineer any portion of the Website, the software used and the Mobile Application;

3.1.3 write and/or develop any derivative of the Website, the Mobile Application or any other software program based on the Website and Mobile Application;

3.1.4 modify or enhance the Website and/or Mobile Application. In the event of a User effecting any modifications or enhancements to the Website and/or Mobile Application in breach of this clause, such modifications and enhancements shall become the property of the Service Provider without any payment therefor;

3.1.5 without the Service Provider's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website, the Mobile Application and/or the Services to persons other than the User;

3.1.6 remove any identification, trademark, copyright or other notices from the Website;

3.1.7 use the Services in such a manner that could or does:

3.1.7.1 cause damage or injury to any person or property;

3.1.7.2 give rise to civil or criminal liability and/or regulatory action;

3.1.8 engage in, upload to, post, broadcast, or transmit, by any means data or other information on or through the Website and Mobile Application, which in the Service Provider's sole discretion is unlawful, abusive, bullying, discriminatory, false, deceitful, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or racially, ethnically or otherwise objectionable.

- 3.2 The Service Provider may in its sole discretion and without notice, remove any User Content from the Website and/or Mobile Application if the Service Provider in its reasonable opinion considers such content to be in breach of these Terms of Use.

4. INTERRUPTIONS

The Service Provider cannot guarantee that the Website, Mobile Application and/or the Services will be available at all times. The Website may experience hardware, software, or other problems or require maintenance related to the Services, resulting in interruptions, delays, or errors. The Service Provider reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Website and/or the Services at any time for any reason and without notice. Nothing in these Terms of Use will be construed as obliging the Service Provider to maintain and support the Website, Mobile Application and Services or to supply any corrections, updates, or releases in connection therewith.

5. USER REPRESENTATIONS

- 5.1 By using the Website, Mobile Application and the Services, the User represents and warrants that:
- 5.1.1 all information that it submits ("**User Content**") will be lawful, true, accurate, current, and complete;
 - 5.1.2 it is the owner of or is authorised to use the User Content and that in furtherance thereof, it has obtained all requisite consent and approvals including that of its clients (where applicable);
 - 5.1.3 it will maintain the accuracy of the User Content and shall promptly update such information as necessary;
 - 5.1.4 it has the legal capacity and agrees to comply with these Terms of Use;
 - 5.1.5 it is not a minor in the jurisdiction in which it resides;
 - 5.1.6 it will not access the Website or the Services through automated or non-human means, whether through a bot, script or otherwise;
 - 5.1.7 it will not use the Website or the Services for any illegal or unauthorised purpose;
 - 5.1.8 neither the User Content nor its use of the Website or the Services will violate any applicable law or regulation.
- 5.2 Although the Service Provider performs regular routine backups of data, the User is solely responsible for all data that it transmits or that relates to any activity it has undertaken using the Services.
- 5.3 The transmission of any information *via* the internet, including without limitation, e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall the Service Provider be liable for any loss, harm, or damage suffered by the User as a result thereof.

6. LINKED THIRD PARTY WEBSITES AND THIRD-PARTY CONTENT

- 6.1 The Service Provider may provide links to third party websites on the Website and Mobile Application ("**Third Party Websites**") as well as that of third party service providers ("**Third Party Service Providers**"). These links are provided to the User for convenience purposes only and the User accesses and uses the Third Party Website/s and Third Party Service Providers at its sole risk. The Service Provider does not endorse, nor does the inclusion of any link imply the Service Provider's endorsement of, the Third Party Websites and Third Party Service Providers or of such websites' content, security practices and/or operations ("**Third Party Content**").
- 6.2 Third Party Websites, Third Party Content and Third Party Service Providers are not under, nor subject to, the control of the Service Provider. The Service Provider is not responsible for and gives no warranties nor makes any representations whether express or implied in respect of the Third Party Websites, Third Party Service Providers and Third Party Content.
- 6.3 The User agrees that the Service Provider shall not be liable whether directly or indirectly, in any manner, way or form, for any loss or damage including but not limited to special and/or consequential loss or damage arising from or out of the User's use of the Third Party Websites, Third Party Service Providers and Third Party Content. Any access to, use, interaction and/or dealings that the User may have with a Third Party Website, Third Party Service Provider and/or Third Party Content is at the User's own risk. The User furthermore indemnifies and holds the Service Provider harmless from any losses and/or damages sustained by it or harm caused to the User relating to and/or resulting from accessing, using or contracting with the Third Party Service Providers, Third Party Website and/or Third-Party Content.

7. SECURITY

- 7.1 The User undertakes to keep its log-in details and password confidential. The User is responsible for all actions taken using its username, email address and password.
- 7.2 To ensure the security and reliable operation of the Website, Mobile Application and the Services, the Service Provider reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its Website, Mobile Application, network, back-office applications and Services, including, removing a User's access to the Website, Mobile Application and/or the Services with immediate effect.
- 7.3 The User may not utilise the Website and/or Mobile Application in any manner which may compromise the security of the Website and Mobile Application, nor tamper with the Website and Mobile Application in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website and Mobile Application, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website and Mobile Application, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should the Service Provider suffer any damage or loss, these shall be claimed from the User.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 For purposes of this clause, "**Intellectual Property Rights**" means all present and future rights, title, and interest owned or licensed by the Service Provider in and to copyright, moral rights, technology, source code/s, patches, logos, systems, methods, marks, designs, patents, database rights,

trademarks, service marks, domain names, trade names, business names, designs, patents, inventions, trade secrets, know-how, information, and all other proprietary rights, whether registered or unregistered, and all applications, renewals, extensions, and rights to apply for registration of any of the above, anywhere in the world and all similar proprietary rights which may subsist in any part of the world, whether registered or not, including in the Website, software, source code, Mobile Application and Content.

8.2 All Intellectual Property Rights are the property of, and/or are licensed to, the Service Provider and as such are protected from infringement by local and international legislation and treaties.

8.3 No part of the Intellectual Property may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without the Service Provider's express prior written permission which permission may be denied in its sole and absolute discretion.

8.4 All rights not expressly granted are reserved.

9. **COMPLIANCE WITH LAWS**

The User shall comply with all applicable laws and regulations pertaining to the User's use of and access to the Website, Mobile Application and/or Content.

10. **PRIVACY POLICY**

The Service Provider takes the User's privacy seriously and is committed to protecting the User's Personal Information. In this regard, the User is referred to the Service Provider's Privacy Policy which may be accessed and viewed on the Website.

11. **TERM AND TERMINATION**

11.1 These Terms of Use shall remain in full force and effect for as long as the User has an agreement with the Service Provider and/or it uses the Website or Mobile Application. Without limiting any other provision of these Terms of Use, the Service Provider reserves the right, in its sole discretion and without notice or liability, to deny access to and use of the Website, Mobile Application and the Services for any reason, including without limitation for breach of any representation, warranty or term contained in these Terms of Use or any applicable law or regulation

11.2 If the User's access to the Website and/or Mobile Application is terminated or suspended for any reason, the User is prohibited from registering and creating a new account under its own name, a fake or borrowed name, or the name of any third party, even if the User may be acting on behalf of the third party. In addition to terminating or suspending the User's account, the Service Provider reserves the right to take appropriate legal action.

12. **BREACH OR CANCELLATION**

12.1 The Service Provider is entitled, in its sole discretion and without notice, to terminate, limit or deny a User access to the Website, Mobile Application and the Services, should a User:

12.1.1 breach any of these Terms of Use of Use including;

12.1.1.1 in the sole discretion of the Service Provider, use the Website and/or Mobile Application in an unauthorised manner; or

12.1.1.2 infringe any statute, regulation, ordinance or law; and/or

12.1.1.3 the Intellectual Property Rights of the Service Provider.

12.2 Breach of these Terms of Use shall entitle the Service Provider to take legal action, without prior notice to the User; and the User agrees that the User shall be liable for the payment of the legal costs incurred by the Service Provider in respect of such legal action on an attorney and own client scale.

13. **COMPLIANCE WITH SECTION 43(1) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT, 2005 ("ECTA")**

13.1 In compliance with section 43(1) of the ECTA, the following is noted:

13.1.1 Full name of the Service Provider: Simvida (Proprietary) Limited

13.1.2 Registration number: 2020/784560/07

13.1.3 Physical address: 35 Ballyclare Drive, Ballyoaks Office Park,
Lacey Oak House,
Bryanston, 2021

13.1.4 Telephone number: 010 593 3107

13.1.5 Website address: www.simvida.com

13.1.6 E-mail address: contact@simvida.com

13.1.7 Name of Information Officer: Eugene Marais

13.1.8 Name of Deputy Information Officer: Fiona Butler

14. **THE SERVICE PROVIDER'S POLICIES**

A copy of these Terms of Use as well as the Server Provider's Privacy Policy is available on the Website.

15. **NOTICES**

15.1 Except as explicitly stated otherwise, any notices shall be given by email to contact@simvida.com (in the case of the Service Provider) or to the e-mail address that the User has provided to the Service Provider (in the User's case), or such other address that has been specified.

- 15.2 Any notice shall be deemed to have been given 48 (forty-eight) hours after an email is sent unless the sending party is notified that the email address is invalid. The User acknowledges that all agreements, notices or other communication required to be given in terms of the law, or these Terms of Use may be given *via* electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

16. GENERAL CLAUSES

- 16.1 These Terms of Use shall be governed in all respects by the laws of the Republic of South Africa. The User consents to the authority of the South African courts to adjudicate over any dispute that may arise from these Terms of Use.
- 16.2 The Website and Mobile Application are controlled, operated and administered by the Service Provider from its offices within the Republic of South Africa. The Service Provider makes no representation that the content of the Website and/or Mobile Application is appropriate or available for use outside of South Africa. Users accessing the Services from such locations do so at their own risk and are responsible for ensuring that they comply with local laws.
- 16.3 Access to the Website and/or Mobile Application from territories or countries where the content of the Website and/or Mobile Application is illegal, is prohibited.
- 16.4 The User agrees that these Terms of Use will not be construed against the Service Provider only because it was prepared by the Service Provider.
- 16.5 If any provision of these Terms of Use is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck from these Terms of Use, and the remaining provisions shall be enforced to the full extent of the law.
- 16.6 The Service Provider's failure to act with respect to a breach by a User or others does not constitute a waiver or estoppel of the Service Provider's right to act with respect to subsequent or similar breaches.
- 16.7 The User shall not be entitled to assign its rights and obligation under these Terms of Use of Use to any third party.
- 16.8 Words importing -
- 16.8.1 the masculine gender shall include the feminine and neuter genders and *vice versa*;
- 16.8.2 the singular shall include the plural and *vice versa*; and
- 16.8.3 persons include natural persons, created entities (corporate and un-incorporated) and *vice versa*.

17. DISCLAIMER

THE WEBSITE, MOBILE APPLICATION AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. THE USER AGREES THAT ITS USE OF THE WEBSITE, MOBILE

APPLICATION AND/OR SERVICES WILL BE AT ITS SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICE PROVIDER'S WEBSITE, MOBILE APPLICATION AND SERVICES.

THE SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE, MOBILE APPLICATION, THE SERVICES AND THE USER'S USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE AND THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND THE SERVICE PROVIDER WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USER'S ACCESS TO AND USE OF THE WEBSITE, MOBILE APPLICATION AND THE SERVICES, (III) ANY UNAUTHORISED ACCESS TO OR USE OF ITS SERVERS AND/OR ANY AND ALL INFORMATION, INCLUDING PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, MOBILE APPLICATION AND THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE, MOBILE APPLICATION AND/OR THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE, MOBILE APPLICATION AND/OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, MOBILE APPLICATION AND/OR THE SERVICES. THE SERVICE PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE AND MOBILE APPLICATION, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE SERVICE PROVIDER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN THE USER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

18. LIMITATIONS OF LIABILITY

- 18.1 The User shall have no claim against the Service Provider, and the Service Provider (including its directors, employees, and/or agents) shall not be liable to the User or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages or loss, including lost profit, lost revenue and/or loss of data or privacy arising from:
 - 18.1.1 the User's use of the Website, mobile application and/or Services and its reliance on any information contained thereon or therein, even if the Service Provider was advised of the possibility of such damages;
 - 18.1.2 the User's inability to access or use the Website, Mobile Application and/or the Services;
 - 18.1.3 failure of electronic or mechanical equipment or communication lines, telephone, or other interconnection problems;

- 18.1.4 bugs, errors, configuration problems or the incompatibility of computer hardware or software;
- 18.1.5 the failure or unavailability of Internet access;
- 18.1.6 internet service providers or other equipment or services relating to the User's or Financial Services Provider computer or network;
- 18.1.7 problems with data transmission facilities or telephone, cable or wireless service, or unauthorised access, theft, operation errors, severe weather, earthquakes, other natural disasters, or labour disputes;
- 18.1.8 errors made by, or acts and omissions by financial service providers, product suppliers, financial advisors or brokers; and
- 18.1.9 any delay in providing updated Content.
- 18.2 In addition to any other specific exclusions of liability contained herein, the Service Provider's aggregate liability for any and all claims and causes of action arising out of or pursuant to the User's use of the Website, mobile application and/or the Services is capped in aggregate to an amount not exceeding three (3) months Subscription Fees paid by the User to the Service Provider for the period immediately preceding the date of the event giving rise to the claim or cause of action under consideration less any amounts previously paid as at the date of satisfaction of such liability by the Service Provider to the User in satisfaction of any liability under these Terms of Use.

19. INDEMNIFICATION

- 19.1 The User unconditionally and irrevocably indemnifies the Service Provider (including its subsidiaries, affiliates, directors, agents, partners, and employees) and agrees to defend, indemnify, and hold it harmless, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, arising out of a claim made against it as result of:
 - 19.1.1 the User Content (or User Data);
 - 19.1.2 the User's use of the Services;
 - 19.1.3 the User's breach of these Terms of Use; and/or
 - 19.1.4 the User's violation of the rights of a third party, including intellectual property rights.
- 19.2 The Service Provider reserves the right to assume the exclusive defence and control of any matter for which the User is required to indemnify the Service Provider, and the User agrees to cooperate with the Service Provider's defence of such claims. The Service Provider will use reasonable efforts to notify the User of any such claim, action, or proceeding subject to this indemnification upon becoming aware of it.

20. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Website or Services, please contact us at:

Address: Lacey Oak Building, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston,
Gauteng

Phone: 010 593 3107 Email: contact@simvida.com