

# STANLIB.com User Agreement

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## 1. Definitions

In this User agreement, the words below have the following meanings assigned to them:

- "we", "us", "our" and "STANLIB" means STANLIB Limited
- "website" means the internet set with "STANLIB" in the address
- "you" and "your" means the user of the website.

## 2. Your consent

- Your use of the STANLIB website is subject to the conditions set out below. These conditions may change from time to time so please familiarise yourself with this agreement regularly. The latest version of the User agreement applies each time that you visit our website.

## 3. Warranties

- You warrant your identity (i.e.: you are who you say you are) and that you can prove your identity should we require you to do so.
- STANLIB reserves the right to refuse to provide services to you if we are unable to verify or authenticate any information you provide to us.
- You will keep your login name and password confidential and you will not divulge your login name or password to anyone nor allow others to use them. (Only applicable to investors using <https://secure.stanlib.com>)
- Any use of the login name and password by any person shall be deemed to be use by you. (Only applicable to investors using <https://secure.stanlib.com>)
- We will not ask you to disclose your password in an unsolicited phone call or written correspondence. (Only applicable to investors using <https://secure.stanlib.com>)

## 4. Full disclosure of all relevant facts

- You guarantee that all information you provided at any time to STANLIB via this website, in writing, or to the staff servicing our call centres, will be true and correct.
- You guarantee that you have fully disclosed all material facts. Any breach of your contractual duties under this agreement may lead to the contract or any transactions arising from the contract being rendered void.
- STANLIB will need certain personal and financial information from you. It is in your best interest to keep the information up-to-date and accurate.

## 5. Electronic transactions, communication and records

- You accept the risk of choosing electronic communication as the channel to be utilised by the parties. You authorise STANLIB to act on the information that you send electronically. You further agree that all records will be stored electronically by STANLIB and such electronic record will constitute conclusive proof of the contents of such record, unless you prove otherwise.
- Any email sent to you will be deemed to have been received by you upon dispatch by STANLIB.
- We take all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security of any information you transmit to us online and you do so at your own risk. STANLIB will not be liable for any loss or damage that you may suffer as a result of interception by unauthorised parties and any unlawful and unauthorised activities.

## **6. What do we do with the information we collect?**

- Your right to privacy and protection of personal information is important to us.
- STANLIB is committed to keeping your information confidential. We will use it to personalise your experience, service your policy, and to directly communicate with you.
- We will disclose information when required to do so (1) by any regulatory authority (like the Financial Services Board) and the regulators they appoint for the various financial sectors (2) by any stock exchange and its related clearing house (3) to comply with any regulation passed under the relevant legislation, or any legal process (4) to protect and defend STANLIB's rights and property (including STANLIB' intellectual property).

## **7. Parties other than STANLIB also collect information**

- Some advertisers or websites that have links on our website may collect personal information about you when you access or use their links. Although we try to only link to trustworthy parties or systems, we do not control the collection or use of such information. This document does not apply to these websites and their advertisers.
- We do not give any warranty about any other website, software or hardware, including their security or performance.

## **8. Our intellectual property**

- This website is the property of STANLIB Limited. The website, the intellectual property and all software are protected by copyright. All rights in the STANLIB and STANLIB trademarks, computer code, logos and other graphics, tools, calculators and devices remain the sole property of STANLIB. Our software or data may not be decompiled, reverse-engineered, or disassembled, or used in any manner whatsoever.
- You may view content and copy it onto a computer or other device or storage and you may print and make paper copies if i).it's not used for commercial purposes; ii). you must attach our intellectual property notice to the copy of the content from the website.

## **9. Disclaimer**

STANLIB' is committed to providing you with the best possible service. However, we are not responsible for loss or damage suffered as a result of:

- Interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the control of STANLIB.
- Any negligent act or omission by STANLIB.
- Inaccurate or inadequate information obtained from the website inaccurate information supplied by you.
- Any of the events described in this paragraph (no. 2) and the paragraph above (i).
- Your actions or omissions that result in a breach this agreement.
- Links with other websites over which we cannot control the content of or the products offered on those websites.
- A denial of access to the website should we believe that you are conducting activities that are illegal, abusive, attack the integrity of the site or put STANLIB in disrepute.
- The reliance on the information obtained from this website.
- Any loss or damage to personal information caused directly or indirectly by power failure, technical problems, unlawful acts, any harmful computer programme.
- Any investment decision based on any information on our website; or
- Any event which we have no control over.

The information contained in this website is not to be construed as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult your financial adviser should you require advice.

Loss or damage as referenced in this agreement includes but is not limited to direct, indirect, special, incidental, consequential loss.

#### **10. Indemnity**

- While STANLIB makes every effort to ensure that the information is accurate and up to date, STANLIB makes no representations or warranties about the suitability of the products that appear nor about the soundness of the content on the website.
- All information, including products and services or any terms or conditions pertaining to them, is subject to change at any time.
- All calculations made on the website are approximations, are meant as guidelines only and should be confirmed before relying on them.
- STANLIB is not responsible for any defects in, malfunctions of, or inaccuracies in the performance of any calculators used in the calculations.
- All services provided via this website are subject to confirmation at the time of the finalising of any transactions.
- Some of our information is derived from external sources. We are not responsible for the incorrect information received from these external sources.

#### **11. Permission to linking to our website**

- No one may create a link or reference to our website without first obtaining our written consent to do so.

#### **12. Hardware and software**

- We do not warrant that any file, download or application available on the website is safe to use on any computer. We cannot guarantee that our website contains no software or data that can negatively affect a computer system such as viruses and other malicious software.