

USER TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. **“Act”** means the Protection of Personal Information Act 4 of 2013.
- 1.2. **“Agreement”** means the terms as contained in these terms and conditions including any links contained in this agreement and their corresponding web page which are specifically incorporated herein.
- 1.3. **“Content”** means any literary, musical, artistic works, or sound recordings or computer programs or other works provided on the Site.
- 1.4. **“Financial institution”** means any establishment that focuses on dealing with financial transactions, such as investments, loans and deposits which is based in South Africa.
- 1.5. **“Financial services”** means a range of economic services and products provided by Prescient Investment Management (Pty) Ltd and 27Four Life (Pty) Ltd.
- 1.6. **“Intellectual property rights”** means all the rights in and to intellectual property, including, but not limited to, computer code, methodology, trademarks, service marks, trade names, domain names, logos, get-up, know-how (including any confidential industrial and commercial information and techniques in any form), utility models, copyrights including any rights envisioned in the Copyright Act 98 of 1978, database rights, rights in respect of any new or existing compilation of any data or information, any structured analysis, reports, application and any resulting know-how, use or any other results originating, or following from, or as a consequence of, data being made available in respect of the any of the above, or any part thereof.
- 1.7. **“Personal information”** means any data you provide through the Site or in any other manner in addition to its corresponding meaning in the Act.
- 1.8. **“Service”** means the content aggregation of information about all unit trust, preservation fund, and retirement fund products, and living annuity life products as indicated on the website.; the synthesis and analysis of such information according to a methodology and personal information provided to us by you; and the display of various products based on such synthesis and analysis; and the generation of leads for the abovementioned products. The Service also includes newsletter and/or ongoing marketing engagement through various types of written, illustrative and multimedia material, which may contain original content which shall be sent periodically to you.
- 1.9. **“Site”** means the website entitled “Think Direct”.
- 1.10. **“us” “we” “our” or “Think Direct”** means “Think Direct (Pty) Ltd” (Registration no: **2020 / 043733 / 07**).
- 1.11. **“you” and “your”** means the customer who uses the Service and the Site provided by Think Direct.

2. INTERPRETATION

- 2.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:
 - 2.1.1. any reference to the singular (including in the expressions defined in paragraph 1 includes the plural and *vice versa*, any reference to natural persons includes legal persons (corporate or unincorporated) and *vice versa* and any reference to a gender includes the other genders;
 - 2.1.2. headings and the use of bold typeface are to be ignored

- 2.1.3. references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re-enacted;
- 2.1.4. any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days;
- 2.1.5. when a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day;
- 2.1.6. A reference to any Agreement or other document (including this Agreement) shall include references to such Agreements and documents as they may, after the Signature Date, be amended;
- 2.1.7. Where appropriate, meanings ascribed to defined words and expressions in paragraph 1, shall impose substantive obligations on the Parties;
- 2.1.8. A reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix is, unless indicated to the contrary, a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix of this Agreement;
- 2.1.9. Where any term is defined within the context of any particular clause or sub-clause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause only, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in paragraph 1;
- 2.1.10. Where words "**material**" and "**materially**" mean, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in this Agreement;
- 2.1.11. Where this Agreement requires a Party to use its "**Best Endeavours**" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, until the Parties agree that it is not reasonable to take the action or to omit taking an action;
- 2.1.12. In the interpretation of this Agreement, the *contra proferentum* rule of interpretation shall not apply, nor shall this Agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
- 2.1.13. The use of the words "**include**", "**including**" and "**in particular**" in this Agreement followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words "**other**" or "**otherwise**" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible; and

3. TERMS & CONDITIONS OF USE OF SITE

- 3.1. This agreement regulates your use of the Site and the Service. By accessing the Site, you agree to be bound by this agreement. If you do not wish to be bound by this agreement, you may not

access, display, use, download, copy and/or distribute any content. Additionally, you may not make use of the Service.

- 3.2. We hold all of the Intellectual property rights in and to the Site and the Service and the content. All Intellectual property rights are strictly reserved by us and nothing in this agreement shall be interpreted to connote any assignment of such rights to you. You may not use the content or intellectual property except to access, display, use and download it for personal, non-commercial and informative use which use must be consistent with the purposes of the Site and Services.
- 3.3. The information provided to you to the Financial institution and / or Financial services displayed to you through the Service is generated by means of a methodology and proprietary computer program developed by us for the purposes of providing the Service. The methodology is susceptible to change at our sole discretion. In agreeing to this agreement, you agree to receive information through the Service based on the methodology.
- 3.4. We use all reasonable endeavours to ensure that the Service provided through the Site is accurate and complete. The information provided to us is based on the most recent information provided to us by the Financial institution. We provide the Service “as is”, without any warranties whatsoever. We shall not be responsible, in any way whatsoever, for any liabilities, claims, demands, actions, costs, damages and / or loss arising from the reliance or use of the Service provided on the Site or from the non-availability of the Site for any reason whatsoever.
- 3.5. Any person that delivers or attempts to deliver any damaging code to this Site or, attempts to gain unauthorised right of entry or use to any page on this Site, may be prosecuted and civil damages may be claimed in the event that we suffer any damage or loss. You agree not to attempt to gain access to our server by any means whatsoever or to disrupt or interfere with the running of the Site, including its software, or other party’s use of the Site, in any way whatsoever.
- 3.6. Think Direct is free for use and commission free. We make money simply by charging our partners a fee when a customer enters into an agreement with the Financial Institution This fee does not influence the price you pay. The price you see is the latest value provided by the Financial institution. In certain instances, there may be a delay between the latest values provided by the Financial Institution and the reflection of those values on our Site. Think Direct will not be held liable for delays in the reflection of the values.

4. DISCLAIMER & WARRANTIES

- 4.1. Each Party warrants that:
 - 4.1.1. It has the legal capacity and has taken all necessary corporate action is required (where applicable) to empower and authorise it to enter into and implement this Agreement on the terms and conditions herein set out.
 - 4.1.2. This Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms.
- 4.2. Think Direct (Pty) Ltd is a juristic representative of Prescient Investment Management (Pty) Ltd (“Prescient”) FAIS licence (licence number FSP 612) to offer advice and intermediary services through Prescient’s Category I license, which is registered with the Financial Services Conduct Authority (“FSCA”). Details of what the licenses encompasses is provided on the FSCA website www.fsc.co.za.

- 4.3. We shall not be liable for any harm, loss or damages suffered as a result of your conclusion of a contract, or any other agreement with any Financial institution.
- 4.4. We make no representations or warranties as to the quality of the Financial institution or the Financial services displayed on this Site. We further make no representations or warranties that the information provided to you through the Service shall be fit for the purpose for which you require it.
- 4.5. You warrant that the Personal information you have provided to us in accordance with clause 6.3 below is accurate. Further, you warrant that you will inform us if your Personal information changes in accordance with clause 6.9 below and you indemnify us against any liability we may incur by your failure to do so
- 4.6. You warrant that you shall at all times abide by these terms and conditions and acknowledge that any breach of these warranties contained in this agreement may cause us to suffer harm and/or damages.

5. INDEMNITY

- 5.1. You unconditionally and irrevocably indemnify and hold Think Direct, Prescient Investment Management, and any of their associate shareholders and companies harmless against all and any loss, liability, actions, lawsuits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services offered on the Website, the Content available on the Website or any other matter, directly or indirectly, related to your use of the Website, whether due to Think Direct's negligence or not.

6. PROTECTION OF PERSONAL INFORMATION

- 6.1. By providing us with any information you will be agreeing to the provisions set out below, together with any other terms you have agreed with us where relevant. Please ensure you have read and understood these terms before you send us any information. This will apply to any information you have already provided.
- 6.2. We need to collect, use, and disclose the Personal information you submit through our Site on the terms set out below:
 - 6.2.1. Personal information collected via the Site and Service is controlled by Think Direct.
 - 6.2.2. The Site and Service are not intended for use by any person who is not of legal age to form a binding contract with us. We do not knowingly collect Personal information from these individuals.
- 6.3. Type of information we collect:
 - 6.3.1. The kind of information we may collect through the Site or otherwise includes, but is not limited to, the following categories of Personal information:
 - 6.3.1.1 Identification information: You may also be asked to provide: identification information to confirm your identity, including, but not limited to, your first and last name, identity number, gender, age username, location, and phone number.
 - 6.3.1.1.1. Financial information: You may be required to provide certain information relating to your finances.
 - 6.3.1.1.2. Newsletter and surveys: From time to time, you may receive a newsletter from us containing information about news, products, goods and/or services or you

may be offered an opportunity to participate in a survey. We may collect or you may submit information in connection with either one of these communications.

- 6.3.1.3. Technical and navigational information: We collect information about, amongst other things, your interaction with the Site such as computer browser type, pages visited, average time spent on our Site, IP address, unique identifier of the device, operating system version and app version.
- 6.3.1.4. Location information: we may collect information about your location from your device.
- 6.3.1.5. Other information: We may request or receive other Personal information such as feedback, questions, comments, suggestions, or ideas to provide you with other benefits or to improve upon the Service. In such instances, you will be given the opportunity to provide or decline that information.

6.4. How we use the information we collect:

6.4.1. We use your Personal information to:

- 6.4.1.1. fulfil your requests for the Service;
- 6.4.1.2. respond to your inquiries about the Service;
- 6.4.1.3. analyse Site usage and improve the Service provided through the Site;
- 6.4.1.4. alert you to software compatibility issues and to improve our web design and functionality;
- 6.4.1.5. deliver to you any administrative notices or alerts and communications relevant to your use of the Service;
- 6.4.1.6. provide information to you about other products, programs, or services that we believe may be of interest to you. In this regard, we shall be entitled to transfer your Personal information to any third-party service provider in circumstances where you consent to such a transfer;
- 6.4.1.7. perform market research, project planning, product development, troubleshooting problems, analysis of user behaviour, marketing and promotions;
- 6.4.1.8. detect and protect against errors, fraud, or other criminal activity;

6.5. How we disclose Personal information:

- 6.5.1. We will not, without your permission, sell, publish, or share your Personal information with third parties for their marketing purposes.
- 6.5.2. You consent to us sharing your Personal information with Financial institutions to enable them to contact and assist you with regard to the financial products and/or Financial services in which you expressed an interest. Financial institutions that are given access to your Personal information are obligated to abide by the Act and are not allowed to use the information for any other purpose than they disclose to you. In this regard, you acknowledge that once we have transferred your Personal information to a Financial institution, we no longer have any control over the manner in which the information is processed. You shall not hold us liable for any processing of Personal information done by Financial institutions that is inconsistent with the Act, or any other applicable legislation.
- 6.5.3. We retain your information only in the event that we are legally obliged to do so.

- 6.5.4. We may share your Personal information with other third parties with your consent or instructions to do so.
- 6.5.5. We may transfer your Personal information to countries which may not have similar data protection laws to South Africa only with your explicit consent
- 6.5.6. We may disclose Personal information to comply with the law or a court order, or in response to a lawful request by government or law enforcement authorities, or in cases we believe in good faith that disclosure is necessary for, including but not limited to, protection of our rights or properties, or to identify, contact or bring legal action against any person who may be causing damage to or interference with our rights or properties, whether intentionally or otherwise, or when any other person could be harmed by such activities.
- 6.5.7. You have the right to access any of your Personal information in our possession at any time and you may require us to correct or delete any incorrect information we may have.
- 6.6. Security of Personal Information:
 - 6.6.1. We use technical and administrative security measures such as but not limited to firewalls, encryption techniques, and authentication procedures, among others, to maintain the security of your online session
 - 6.6.2. We receive Personal information from you in the provision of the Service. While we make every effort to protect such Personal information, it is possible for internet-based communications to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be guaranteed.
 - 6.6.3. We may make use of cookies.
 - 6.6.4. Newsletters, summaries and notifications
 - 6.6.4.1. We may send periodic Site related alerts, weekly summaries, notifications, newsletters, promotions, or other information via email. You may choose to stop receiving alerts, summaries, newsletters and promotions by indicating your preference in your account profile or settings. You may also follow the unsubscribe instructions in the email you receive. Please note that certain Service-related messages that we send are necessary for the proper functioning and use of the Service and you may not have the ability to opt-out of those messages.
- 6.7. Third party offers, advertisements, and data collection
 - 6.7.1. We may use third party service providers to help us analyse certain online activities. For example, these service providers may help us measure the performance of our online promotions or analyse Site activity. We may permit these service providers to use cookies and similar technologies to perform these Services. We do not share any Personal information about our customers with these third-party service providers, and these service providers do not collect such information on our behalf.
- 6.8. Changes to your Personal information

Any change in Personal information, submitted through the Site, would need to be altered by communicating the change request to us. Reasonable time should be provided in order for this change to be affected.

7. COOKIES

7.1. Introduction

- 7.1.1. This policy works alongside our Legal Policy. The purpose of this policy is to describe what cookies are, what we use them for, and how you can manage them during your visit to or use of our website.

7.2. What are cookies?

- 7.2.1. As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. The information they gather may or may not include your personal information as defined in General Data Protection Regulation ("GDPR") and Protection of Personal Information Act ("POPIA"). We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites' functionality. For more general information on cookies see the Wikipedia article on HTTP Cookies.

7.3. How we use cookies

- 7.3.1. We use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case, they are used to provide a service that you use

7.4. The cookies we set

7.4.1. Account related cookies

- 7.4.1.1 If you create an account with us then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out however in some cases, they may remain afterwards to remember your site preferences when logged out.

7.4.2. Login related cookies

- 7.4.2.1 We use cookies when you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

7.4.3. Forms related cookies

- 7.4.3.1 When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

7.4.4. Site preferences & analytics cookies

- 7.4.4.1 In order to provide you with a great experience on this site we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences, we need to set cookies so that this information can be called whenever you interact with a page is affected by your preferences.

7.5. Disabling cookies

- 7.5.1. You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies.

8. GENERAL

- 8.1. The headings of the clauses in the Terms and Conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

8.2. Think Direct reserves the right to:

- 8.2.1. modify, suspend or discontinue the Website, whether temporarily or permanently, without notice
- 8.2.2. impose limits or conditions on certain services, features or functions; and
- 8.2.3. restrict access to parts of or all of the services on the Webs

- 8.3. Should our Site include social media features, these features may collect your IP address and set a cookie to enable the feature to function properly. Your interactions with such features are governed by the privacy policy of the company providing the features.

9. GOOD FAITH

- 9.1. The Parties will at all times act in good faith towards each other and will not bring any of the other Parties into disrepute.

10. NO REPRESENTATIONS

- 10.1. A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement

11. NON-WAIVER

- 11.1. The failure by any of the Parties to enforce any provision of this Agreement shall not affect in any way that Party's right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

12. ENTIRE AGREEMENT

- 12.1. This Agreement constitutes the entire Agreement between the parties.
- 12.2. No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this document.

13. SEVERABILITY

- 13.1. If any part of this Agreement is void, illegal, unenforceable, or in conflict with any law of the state or local Government over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

DISCLOSURE DOCUMENT

A. INTRODUCTION

1. In terms of the General Code of Conduct of the Financial Advisory and Intermediary Services (FAIS) Act, Think Direct (Pty) Ltd (Registration number 2020 / 043733 / 07) is required to disclose the information in this document to you. You are therefore requested to read through the document carefully and acknowledge that you have read and understand the contents hereof. If there is anything in this document that you do not understand, please request further information from us as provided below. You are entitled to a copy of this document for your own records.

B. AUTHORISED FINANCIAL SERVICES PROVIDER

1. Think Direct (Pty) Ltd is a juristic representative of Prescient Investment Management (Pty) Ltd (FFSP number 612) in terms of Section 8 of the FAIS Act. A copy of our juristic representative agreement and Prescient Investment Management's license certificate is available on request. Our physical address is Prescient House, Westlake Business Park, Otto Close, Westlake, Western Cape, 7945. Our postal address is PO BOX 31142, Tokai, Cape Town, Western Cape, 7966. The contact person you should liaise with is Allan van Zyl or Paul de Beyer. Contact details:
info@thinkdirect.co.za

C. FINANCIAL SERVICES & PRODUCTS

1. As juristic representative, Think Direct (Pty) Ltd is authorised to render advisory and intermediary financial services for and on behalf of Prescient Investment Management (Pty) Ltd in respect of the following financial products:
 - 1.1 CATEGORY I - Advisory and Intermediary : Participatory interest in a Collective Investment Scheme, Retail Pension Benefits, Long-term insurance: subcategory B1, Long-term insurance subcategory B2, Long-term insurance subcategory B2-A, Long-term insurance subcategory B1-A and Long – Term insurance subcategory C.

D. AUTHORISED KEY INDIVIDUALS & REPRESENTATIVES

The FSCA has duly authorised the following key individuals and representatives to render financial services as defined in terms of the FAIS Act in respect of the financial products listed below:

1. Key Individual & Representative: A B van Zyl
2. CATEGORY I - Advisory and Intermediary: Participatory interest in a Collective Investment Scheme, Retail Pension Benefits, Long – Term insurance: subcategory B1, Long-term insurance subcategory B2, Long-term insurance subcategory B2-A, Long-term insurance subcategory B1-A and Long – Term insurance subcategory C.

E. CONFLICT OF INTEREST MANAGEMENT POLICY

1. Think Direct (Pty) Ltd has adopted and implemented a conflict of interest management policy that complies with the provisions of the FAIS Act. The conflict of interest management policy is published on the website of Think Direct (Pty) Ltd at www.thinkdirect.co.za

F. BOARD NOTICE 92 OF 2014 – FINANCIAL SERVICES BOARD

1. Think Direct (Pty) Ltd complies with the provisions of the Board Notice 92 of 2014 - Financial Services Conduct Authority in as far as distributes collective investment scheme information to you for and on behalf of the Financial Institution or Service.

G. USER TERMS & CONDITIONS POLICY

1. Think Direct (Pty) Ltd implemented a user terms & conditions policy and published on the website of Think Direct (Pty) Ltd at www.thinkdirect.co.za

H. COMPLAINTS

1. Should you wish to pursue a complaint against a key individual or representative of Prescient Investment Management(Pty) Ltd, you should address the complaint in writing by email to complaints@prescient.co.za.
2. If you not happy with the way in which your complaint has been handled or have not received a response within 6 weeks, you are entitled to refer your complaint to the office of the FAIS Ombud, at info@faisombud.co.za or telephone number 0860 324 766. The Ombud has been created to provide you with a redress mechanism for any inappropriate financial advice that you feel may have been given to you by a financial services provider.

I. DISCLAIMER

1. You should note that there are risks involved in buying or selling any financial product, and past performance of a financial product is not necessarily indicative of the future performance. The value of financial products can increase as well as decrease over time, depending on the value of the underlying securities and market conditions. The information on the Think Direct (Pty) Ltd website does not constitute advice as defined by the FAIS Act. Collective Investment Schemes in Securities (CIS) should be considered as medium to long-term investments. The value may go up as well as down and past performance is not necessarily a guide to future performance. CIS's are traded at the ruling price and can engage in scrip lending and borrowing. A CIS may be closed to new investors in order for it to be managed more efficiently in accordance with its mandate. Performance has been calculated using net NAV to NAV numbers with income reinvested. There is no guarantee in respect of capital or returns in a portfolio. Prescient Management Company (RF) (Pty) Ltd is registered and approved under the Collective Investment Schemes Control Act (No.45 of 2002).