

## TERMS AND CONDITIONS

---

### TERMS AND CONDITIONS THAT APPLY TO THE USE OF CITADEL'S DIGITAL PLATFORMS

#### 1. THESE TERMS ARE A CONTRACT

These Terms are a contract between you and Citadel and govern your use of the Digital Platforms. You may not use the Digital Platforms unless you agree to comply with these Terms. Please read these Terms and any other documents referred to in these Terms very carefully, especially the clause entitled "Citadel disclaims and limits its liability".

#### 2. HOW YOU SHOW YOUR AGREEMENT WITH THESE TERMS

You show your agreement with these Terms and your intention to be bound by them, unmodified by you, if you do either of the following:

- use any of the Digital Platforms in any way, in which case you understand and agree that Citadel will treat your use of the Digital Platforms as acceptance of these Terms from the moment you first begin to access any of the Digital Platforms; or
- click to accept or agree to these Terms where Citadel makes an option to do so available to you.

If you do not agree with any provision contained in these Terms, you must not use any of the Digital Platforms in any way.

#### 3. CITADEL MAKES NO WARRANTIES REGARDING THE INFORMATION

All the Information is given by Citadel and the Citadel Associates in good faith. Neither Citadel nor the Citadel Associates makes nor intends to make any representation or warranty of any kind regarding the accuracy or completeness of any of the Information.

The Information is for information purposes only and does not take into account the needs or circumstances of any person, nor does it constitute advice of any kind. It is not an offer to sell or an invitation to invest. Not all risks in relying on any of the Information have been disclosed.

Any offerings by Citadel are subject to completion (in the manner required) of the relevant application forms and other documentation, and are governed by the relevant terms and conditions contained in the application forms and elsewhere as specified.

You may not copy, reproduce, distribute, transmit, display, broadcast or publish any of the Information. You acknowledge that you do not acquire any ownership of or rights to use any of the Information, unless where expressly stated so.

#### 4. YOU WARRANT THAT YOU HAVE FULL CAPACITY

By showing your agreement with these Terms in clause 2, you warrant and represent that you have full capacity (or have your guardian's consent) to enter into this contract with Citadel.

#### 5. CITADEL MAY MAKE CHANGES TO THESE TERMS

Citadel may, in its sole discretion, amend these Terms at any time by updating this page. It is your responsibility to review these Terms regularly and to ensure that you are satisfied with any such

amendments. If you are not satisfied with any amendments, you must stop using all Digital Platforms in any way. For these purposes it is recorded that these terms and conditions were amended in March 2018.

#### 6. CITADEL MAY MAKE CHANGES TO THE DIGITAL PLATFORMS

Citadel may add new features to the Digital Platforms and modify or even discontinue existing features without notice to you, and you agree to this.

Citadel will endeavour to notify you of proposed changes to the Mobile Application using your personal information.

#### 7. CITADEL GRANTS YOU A LICENSE TO USE THE DIGITAL PLATFORMS PROVIDED YOU ABIDE BY CERTAIN RULES

Citadel grants you a limited, non-exclusive, non-sub-licensable, non-transferrable, revocable license to use the Digital Platforms. This limited license is subject to the following restrictions which you agree to.

Except as expressly permitted by these Terms, you agree not to, nor will you allow any Third Party (whether or not for your benefit) to:

- run, rent, lease, loan, or sell access to the Digital Platforms;
- decompile or reverse engineer or attempt to access the source code of the software underlying the Digital Platforms;
- copy, archive, store, reproduce, rearrange, modify, adapt, download, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any Citadel Intellectual Property;
- use the Digital Platforms to build products or services using similar ideas, features, functions, interface or Information made available through the Digital Platforms;
- use any aspect of the Digital Platforms by any means other than as permitted in these Terms;
- circumvent, disable or otherwise interfere with the Digital Platforms' security related features or any other features that prevent or restrict use or copying of any Information, protect sensitive or confidential data or enforce limitations on the use of the Digital Platforms;
- use the Digital Platforms in such a way as to interfere with Digital Platform use, so as to constitute a denial, including a partial denial, of service to any other users;
- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the Digital Platforms;
- submit any person's personal information through the Digital Platforms without that person's informed consent;
- gather or attempt to gather personal information about Third Parties without their knowledge or consent for any purpose;
- violate the privacy of any person or attempt to gain unauthorised access to any restricted part of the Digital Platforms or any other network, including (without being limited thereto) through hacking, password mining or any other means;
- use the Digital Platforms to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like, or which may violate any person's personality rights;
- copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the source code or any part thereof, unless this is expressly permitted by law, or unless Citadel has specifically instructed you to do so in writing;

- use the Digital Platforms in any manner which could damage, impair, overburden or disable the Digital Platforms or interfere with any other user's use;
- post or upload anything which contains viruses or any other destructive features, regardless of whether or not the damage is intended;
- use the Digital Platforms to make fraudulent offers to sell or buy products, items or services, or to offer or solicit for any type of financial scam such as a "pyramid scheme" or "chain letters";
- use the Digital Platforms in any manner that could infringe the Intellectual Property rights or other proprietary rights of Citadel or Third Parties; and/or
- otherwise use the Digital Platforms to engage in any illegal or unlawful activity.

If Citadel determines in its sole opinion that you have engaged in any of the above activities, Citadel will be entitled (without prejudice to any other rights that Citadel may have) to:

- suspend or terminate your use of the Digital Platforms, without notice to you;
- hold you liable for any costs that Citadel has incurred arising from your actions; and/or
- disclose any information about you to any Third Party who has been impacted by your actions, despite any clause to the contrary contained in these Terms.

## 8. INTELLECTUAL PROPERTY

You acknowledge and agree that Citadel owns or has licensed all the Intellectual Property rights in the Digital Platforms and the Information.

## 9. YOUR PRIVACY

Citadel will process your personal information in accordance with applicable law.

While Citadel will take reasonable steps to protect your personal information, your account's security is your responsibility, and you agree that:

- you are responsible for ensuring that your personal information is accurate, current and complete;
- you will notify Citadel as soon as you become aware if you believe that your account has been compromised in any way;
- and if any security violations are believed to have occurred in association with your account, Citadel reserves the right to suspend access to your account, pending investigation and resolution.

Information transmitted through Electronic Communications may be susceptible to monitoring and interception and you bear the risk of such submissions and you waive any claims you may have for any Losses you may suffer as a result of information transmitted to Citadel and which may be monitored and/or intercepted. Citadel reserves the right to request independent verification of any information transmitted to Citadel using Electronic Communications.

Any unsolicited confidential or proprietary information sent to Citadel using Electronic Communications cannot be guaranteed to remain confidential. If you need to send such information to Citadel and are concerned about the security of this information, please contact us and we will advise you of the most appropriate transmission method.

## 10. REGISTRATION

You may be required to register with Citadel in order to make use of certain services offered on the Digital Platforms. In the event that you are required to register with Citadel to use certain services on the Digital Platforms, you will use your username and password to access and secure your account. Once registered, you will be able to log into your account using your username and password. In order to successfully complete the registration process, you may be required to submit personal information to Citadel. If and when you do so, you assure us that your personal information is accurate, current and complete. Citadel may limit or

terminate your use of the Digital Platforms if your information is inaccurate or incomplete. Citadel may take steps to verify your personal information, particularly with reference to other information which Citadel holds about you.

#### 11. CITADEL DISCLAIMS AND LIMITS ITS LIABILITY

Neither Citadel, nor Citadel's Associates, accept any liability for any Loss, however caused, suffered by any person and/or any expenses or costs incurred by any person as a result of any usage of any of the Digital Platforms or reliance placed on the Information, or as a result of your or any person's inability to access the Digital Platforms due to the unavailability of, any interruption in your or any other person's access to, the Digital Platforms or for any other reason whatsoever. To the fullest extent permissible by law, Citadel disclaims all warranties of any kind, whether express or implied, including, without limitation to the implied warranties, that the Information is fit for any purpose. You hereby indemnify Citadel and Citadel's Associates from any Losses due to or arising out of your use of the Digital Platforms or your breach of these Terms. While Citadel will take reasonable precautions in its operation of the Digital Platforms, your use of the Digital Platforms and your reliance on the Information is entirely at your own risk. The Digital Platforms are provided "as is" and "as available".

#### 12. THIRD PARTIES AND THIRD PARTY WEBSITES

Links to and from Third Party Websites do not constitute Citadel's endorsement of any goods or services offered by such Third Parties or their contents, nor does Citadel necessarily associate itself with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms of use which will govern your relationship with such Third Party.

Citadel has no control over Third Party Websites and you agree that Citadel is not responsible or liable for content, information, goods or services available on or through any such Third Party Websites or for any Losses caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services. You agree that where you use Third Party Websites, you do so entirely at your own risk. Your interaction, correspondence or business dealings with Third Parties which are referred to or linked to the Website is similarly entirely at your own risk and are solely between you and such Third Party, including the acquisition, disposal, payment and delivery of any goods and services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

Where any other web pages which bear the branding of Citadel are accessible through the Website and/or a Third Party Website, your use of such web pages is subject to these Terms.

#### 13. SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

#### 14. GOVERNING LAW AND JURISDICTION FOR THIS CONTRACT

The use of the Digital Platforms and the Information is subject to South African law and only the South African courts have jurisdiction to hear any disputes that may arise from such usage and/or accessing of the Digital Platforms and Information.

#### 15. TERMINATION

These Terms will continue to apply until Citadel terminates these Terms on one or more of the grounds set out below.

You may withdraw as a party to these Terms at any time by ceasing your use of the Digital Platforms entirely and, where applicable, deleting your account.

Citadel may at any time, terminate its contract (in the form of these Terms) with you if:

- you have breached any provision of these Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms); or
- Citadel is required to do so by law (for example, where the provision of the Digital Platforms is, or becomes, unlawful); or
- the provision of the Digital Platforms is or becomes, in Citadel's opinion, no longer commercially viable.

In the event that Citadel terminates its contract with you, you may no longer make use of the Digital Platforms in any way.

#### GLOSSARY

- "Citadel" means Citadel Holdings Proprietary Limited (registration number 2000/027580/07), its subsidiaries and the subsidiaries of its subsidiaries, and its and their associated companies which form part of the Peregrine Group, including BayHill Capital Proprietary Limited (registration number 2004/026048/07);
- "Citadel Associates" means Citadel's officers, servants, agents, contractors or other persons in respect of whose actions Citadel may be held vicariously liable;
- "Digital Platforms" means the Website, the Mobile Application, any secure site provided by Citadel from which personal investment information may be accessed and/or downloaded and any Citadel-branded online calculators and/or questionnaires whether appearing on the Website or elsewhere;
- "Electronic Communication" means any text, voice, sound, image or video message sent over an electronic communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient or on the recipient's behalf;
- "Information" means all information displayed or made available on or accessible through the Digital Platforms;
- "Intellectual Property" means, collectively, the patents, copyrights (and moral rights), trademarks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-how, trade secrets and any other type of intellectual property (whether registered or unregistered, including applications for and rights to obtain or use same) which Citadel owns, licenses, uses and/or holds (whether or not currently) in relation to the Digital Platforms;
- "Know-how" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secrets and other processes and methods that Citadel uses in connection with the Digital Platforms, as well as all available information regarding marketing and promotion of any products and services on the Digital Platforms, as well as any modifications or improvements to any of them;
- "Losses" means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on a scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);
- "Mobile Application" means the set of services, application programming interfaces and functions which enable users to view and access the Information and any services offered thereon;
- "Peregrine Group" means all subsidiaries of Peregrine Holdings Limited;

- “Third Party” means parties other than you and Citadel (and “Third Parties” shall have a corresponding meaning);
- “Third Party Websites” means websites other than the Website and which are operated or controlled by Third Parties;
- “Terms” means these terms and conditions applicable to your use of the Digital Platforms, as amended from time to time;
- “Website” means the websites located at or accessed through <https://www.citadel.co.za> as well as any other Citadel-controlled domains which may be available from time to time;
- “You” means any person who downloads and uses the Mobile Application and/or any person who uses the Website.

