

## WEBSITE TERMS AND CONDITIONS OF USE

1. These Terms and Conditions ("**the Terms and Conditions**") govern your ("**the User**") use of the MyWealth Investments (Pty) Ltd ("**Provider**") website, located at the domain name [www.regenesysinvestment.co.za](http://www.regenesysinvestment.co.za) ("**the Website**"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out herein. The User may not access, display, use, download, and /or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.
2. As an authorised financial service provider (FSP 45214), the Provider may, when providing use of the website, also be subject to other regulations ("**the Statutes**") including: the Financial Markets Act, No.19 of 2012; the Financial Institutions (Protection of Funds) Act No.28 of 2001; and the Financial Intelligence Centre Act, No.38 of 2001; and any rules of relevant regulatory authority or other applicable regulations of a relevant market and all other applicable laws, rules and regulations as in force from time to time.

### *Electronic Communications*

3. By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### *E-Commerce & Privacy*

4. The Website, [www.regenesysinvestment.co.za](http://www.regenesysinvestment.co.za) offers Financial Products and/or Service ("**the Service**") as defined in the terms of the Statutes online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.
5. The user will be subject to a client mandate ("**the Mandate**") with either the Provider, and/or the Provider's Platform Providers, which means the regulated entity selected from time to time by Regenesys Investment Fund, on whose trading platform Regenesys Investment Fund opens and manages the service.
6. The Provider has existing policies and procedures for compliance with the Promotion of Access to Information Act and the Protection of Personal Information Act. Regenesys Investment Fund takes the privacy of its clients seriously. The Protection of Personal Information Act, 4 of 2013 ("POPIA") comes into effect on the 1st of July 2021 and this deadline brings a few changes to how we are required, by law, to handle your personal information. Regenesys Investment Fund will always obtain our client's informed consent where it is required to render professional services. Our clients may exercise the right to refuse such consent at any time. Should you elect to make use of the Regenesys Investment Fund services, it will be accepted that you have consented to provide certain personal information for the purposes of our engagement. The Group's privacy policy and manuals can be accessed and downloaded from the below source: <https://regenesys.net/privacy-policy/>
7. The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to the third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.
8. The Provider cannot be held responsible for any security breaches occurring on the User's electronic device (Personal Computer or any other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.



## **REGENESYS INVESTMENT FUND**

9. The Provider will supply goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address.
10. The Provider has a Complaints Policy which is available on [www.regenesysinvestment.co.za](http://www.regenesysinvestment.co.za)

### *Refund and Return Policy*

11. The provision of Services is subject to the User accepting a Mandate and the Provider may refuse to accept the Client. In cases of unavailability, the Provider will refund the client in full within 7 days. Cancellation of orders by the client will attract a 5% charge for administration costs which may be waived by the Provider.
12. The Provider reserves the right to cancel an order for which payment has already been received. This may occur if the User fails the Providers suitability requirements. Should the Provider exercise this right, the User will receive a full refund with no deductions.
13. Any complaints regarding the standard and quality of the product of products bought by consumers through the e-commerce facility should be directed to the Compliance Officer, 25 Quantum Street, Technopark, Stellenbosch, South Africa. The Providers complaints policy is available on request or on the website. [www.regenesysinvestment.co.za](http://www.regenesysinvestment.co.za)

### *Updating of these Terms and Conditions*

14. The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### *Copyright and Intellectual Property Rights*

15. The Provider provides certain information on its Website. Content currently or anticipated to be displayed at this Website is provided by the Provider, its affiliates and/or subsidiary, or any other third-party owners of such content, and includes but is not limited to Literary Works, Artistic Works, Sounds, Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third-party owner of such rights ("the Owners") and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### *Limitation of liability*

16. The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate of subsidiary of Provider, shall be held responsible for any direct or indirect use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.



*Privacy: casual surfing*

17. The User may visit the Website without providing any personal information. The website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

*Choices of Law*

18. This Website is controlled, operated and administered by the Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the High Court of South Africa, Gauteng Local Division in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid and unenforceable, those provisions shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.