

TERMS OF USE

Welcome to the WealthNet (Pty) Ltd (“WealthNet”) website and or mobile website (“WealthNet App”) of which both will be referred to as the (“WealthNet Website” and /or “Website”) in this document.

By using the WealthNet Website these Terms and Use apply and you agree to comply with the Terms of Use. Please read these Terms of Use before using the WealthNet Website.

IMPORTANT INFORMATION

The StratCorp Ltd (“StratCorp”) group includes all its subsidiaries and associated or affiliated companies, including WealthNet .

The Terms of Use as set out below apply to this and all other websites owned and operated by the StratCorp group, unless such other website specifically provides otherwise.

By using the WealthNet Website you agree that these Terms of Use shall apply to you .

Please check the WealthNet Website regularly for any changes to the Terms of Use which may occur from time to time. Please note that the terms displayed at the time of use shall govern your use of the Website.

The information provided on the WealthNet Website is not, nor may you regard it as Financial Advice.

WealthNet shall advertise the products and or services of WealthNet and the Products and or services of other companies and or service providers (“Product Providers”) on its Website. If you wish to use information displayed on the Website to purchase any products and or services, your request to do so shall be regarded by WealthNet as an offer to do business with WealthNet and or the Product Provider, which may be accepted by WealthNet and or the Product Provider if they choose to accept such offers.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours in purchasing any products or services offered and or advertised by WealthNet and or Product Provider on the Website, you are deemed to indemnify WealthNet and any Product Provider against any loss or damage that it may suffer arising from you breaking any laws applicable to you.

Please address any comments or inaccuracies contained in the website to WealthNet at info@wealthnet.co.za

NATURE OF WEBSITE CONTENTS

Information contained on the WealthNet Website is intended to serve as an advertisement and or general information on the chosen subjects or products and not as an exhaustive treatment of those subjects or products.

Subscribing to any service or buying any product through the Website is subject to WealthNet and the Product Provider’s contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only, and may be discontinued at any time. The fact that WealthNet provides a link to a third party website does not necessarily mean that WealthNet endorses, authorises, or sponsors that website, or that WealthNet is affiliated to such website's owners or sponsors.

If any third party website, which is not under direct control of WealthNet, can be accessed from a link displayed on the WealthNet Website, WealthNet shall not be responsible or liable for any content displayed on the third-party website.

The content of information displayed on the WealthNet Website or any third party website which may be accessed through links provided on the WealthNet Website is not intended as advice but merely as factual information on the services or products offered by WealthNet and its Product Providers. Before making any decision or taking any action based on any information displayed on the WealthNet Website or any such third party website may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

VISITORS FROM FOREIGN COUNTRIES

Use of the WealthNet Website or the purchase or subscription of products or services from the country from which you may access the website may be illegal in that country. Your use of the WealthNet Website for any purchase and or subscription to any product and or service is entirely at your own risk. It is recommended that you ensure that use of the WealthNet Website for any purchases or subscribing to any products are not in violation of the laws of any country by which you may be governed.

The products and or services advertised and or offered on the WealthNet Website may not be available in your country. Contact WealthNet or your local financial or legal advisor to find out whether, and if so, which of WealthNet's products or services may be available to you.

NO WARRANTIES

While WealthNet will take care to provide accurate information on the WealthNet Website, the information displayed on the WealthNet Website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, WealthNet does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

RESTRICTED USE

Unless otherwise indicated in writing, all information, products and services displayed on or accessed through the WealthNet Website are for your personal use. You may not –

- Reproduce, modify, or create derivative works from; publish, distribute, transmit or display; or license or transfer any of the content displayed on the Website;
- Decompile, reverse engineer, or disassemble the Website, a linked website, or any software or hardware employed in the display or operation of the Website;
- Post on or transmit to the WealthNet Website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage WealthNet's or its Product Providers' image/s or impair their ability to do business;

- Use the WealthNet Website in a manner that could damage, disable, overburden, or impair any WealthNet server (computer or tablet), or network connected to any WealthNet server, or interfere with any other party's use of the WealthNet Website;
- Interfere with any content displayed on the WealthNet Website or attempt or gain unauthorised access (without WealthNet's written consent) to the information displayed on the Website to which you may not be authorised, or to any secure area on the Website, a WealthNet server or any other part of the WealthNet information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the WealthNet Website or to gain access to information or any part of the WealthNet information system to which you are not authorised, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted, and if found guilty, punished.
- Create a link from another website to the WealthNet website, or any of the web pages which constitute the WealthNet website, without WealthNet's prior written consent;
- Frame or print the WealthNet website or any of its pages without WealthNet's prior written consent.

The above restrictions shall apply to WealthNet Licensees' who have signed a Licensee Agreement and or an Independent Marketing Agent who has signed an Independent Marketing Agent Agreement ("Licensee Agreement") with WealthNet, such Agreement being accepted and duly signed by an authorised WealthNet representative, except that a WealthNet Licensee may utilize the WealthNet Website for commercial use in terms of the Licensee Agreement and in terms of this Agreement. A WealthNet Licensee may thus only:

- Refer prospective clients to the WealthNet Website;
- Show prospective clients advertisements and or promotional material available on the WealthNet Website;
- Provide leads of prospective clients who, after viewing the promotional material, may be interested in purchasing and or subscribing to Financial Products (as defined in terms of the Financial Advisory and Intermediary Services Act, 2008 as amended ("FAIS Act")) to the Product Provider being an Authorised Financial Services Provider in terms of the FAIS Act;
- Utilise the WealthNet Website to sign-up WealthNet Licensee's and to assist clients to purchase products and or services which are available through the WealthNet Website.

ELECTRONIC TRANSACTIONS, COMMUNICATIONS AND RECORDS

When you communicate with WealthNet by electronic communication provided or as may be directed on this Website, you consent to receiving responses to your communications by electronic communication addressed to you by WealthNet. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by WealthNet and Product Providers on offer through the Website satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to WealthNet and or the Product Providers acting on the information communicated to WealthNet and or the Product Providers electronically. You are responsible to ensure that WealthNet has received the information communicated electronically.

You acknowledge and consent that WealthNet and or the Product Providers, in their discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by WealthNet and or the Product Providers will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email and or SMS communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of WealthNet.

USER ID AND PASSWORD

If you become a WealthNet Licensee and or subscribe to a service or product provided on the WealthNet Website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for:

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying WealthNet immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by WealthNet or a third party due to someone other than you using your user id and/or password.

MOBILE ACCESS AND USE

You may access the WealthNet Website using a mobile device (including a mobile telephone or tablet) and or through a computer.

Third party vendors, including Google and DoubleClick, use cookies to serve ads based on a user's prior visits to WealthNet's Website.

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the WealthNet website.

WealthNet is not responsible for the wireless services used by any mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the WealthNet Website.

While the use of the WealthNet Website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the WealthNet Website.

WealthNet is also not responsible for the communication of any person or confidential information between you and the WealthNet Website or any electronic communications mechanisms facilitated by the WealthNet Website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and or computer and the WealthNet Website.

The functionality and use of your computer and or mobile device is outside of the control of WealthNet and WealthNet will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device and or computer.

PRIVACY POLICY

Your privacy is important to WealthNet. Personal information transmitted to WealthNet and its Product Providers will be treated in accordance with WealthNet's Privacy Policy.

NO LIABILITY

WealthNet and the Product Providers will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the WealthNet website by you.

Except as provided in the above section USER ID AND PASSWORD, WealthNet will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

WARRANTIES PROVIDED BY YOU

For all purposes, and in particular for purposes of the Electronic transactions, communications and records as stated above, you warrant (confirm) –

- Your identity (that is, you are who you say you are), and that you can prove your identity should WealthNet require you to do so;
- That all information you provide at any time to WealthNet and or the Product Provider/s using the WealthNet Website, in writing, or to the WealthNet Client Service Centre agents, will in all respects be current, complete, and accurate;
- That you will provide to WealthNet and or the Product Provider/s all material and relevant facts required by WealthNet and the Product Provider/s as may be appropriate to any dealings you have with WealthNet and the Product Provider/s. If you do not provide the information, or provide information that is incorrect, WealthNet and the Product Provider/s may, at their choice, cancel the agreement/s or transaction/s arising from your dealings with WealthNet and the Product Provider/s.

INTELLECTUAL PROPERTY RIGHTS

The WealthNet Website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to WealthNet.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without WealthNet or the licensor's prior written consent.

BREACH

WealthNet reserves the right to:

- Refuse you further access to the website if

- you breach any of the terms of use applicable from time to time;
 - WealthNet is unable to verify or authenticate any information you provide to it; or
 - WealthNet believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place WealthNet in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
 - Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

INDEMNITY

You agree to indemnify and hold harmless WealthNet, any member of the StratCorp Group and its respective directors, officers, employees, agents, licensors, suppliers, WealthNet Licensees and any third party information providers from and against all losses and expenses (including attorney-and-own client costs), resulting from any failure to adhere to these terms of use by you.

JURISDICTION AND APPLICABLE LAW

Your use of the WealthNet Website will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Gauteng Provincial Division).

Any claim arising from:

- The use or inability to use the Website;
- An application for, and the rendering of a service or providing of a product; is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

WEALTHNET'S CONSENT

To obtain WealthNet's consent as provided for in these Terms of Use, please address the request to info@wealthnet.co.za