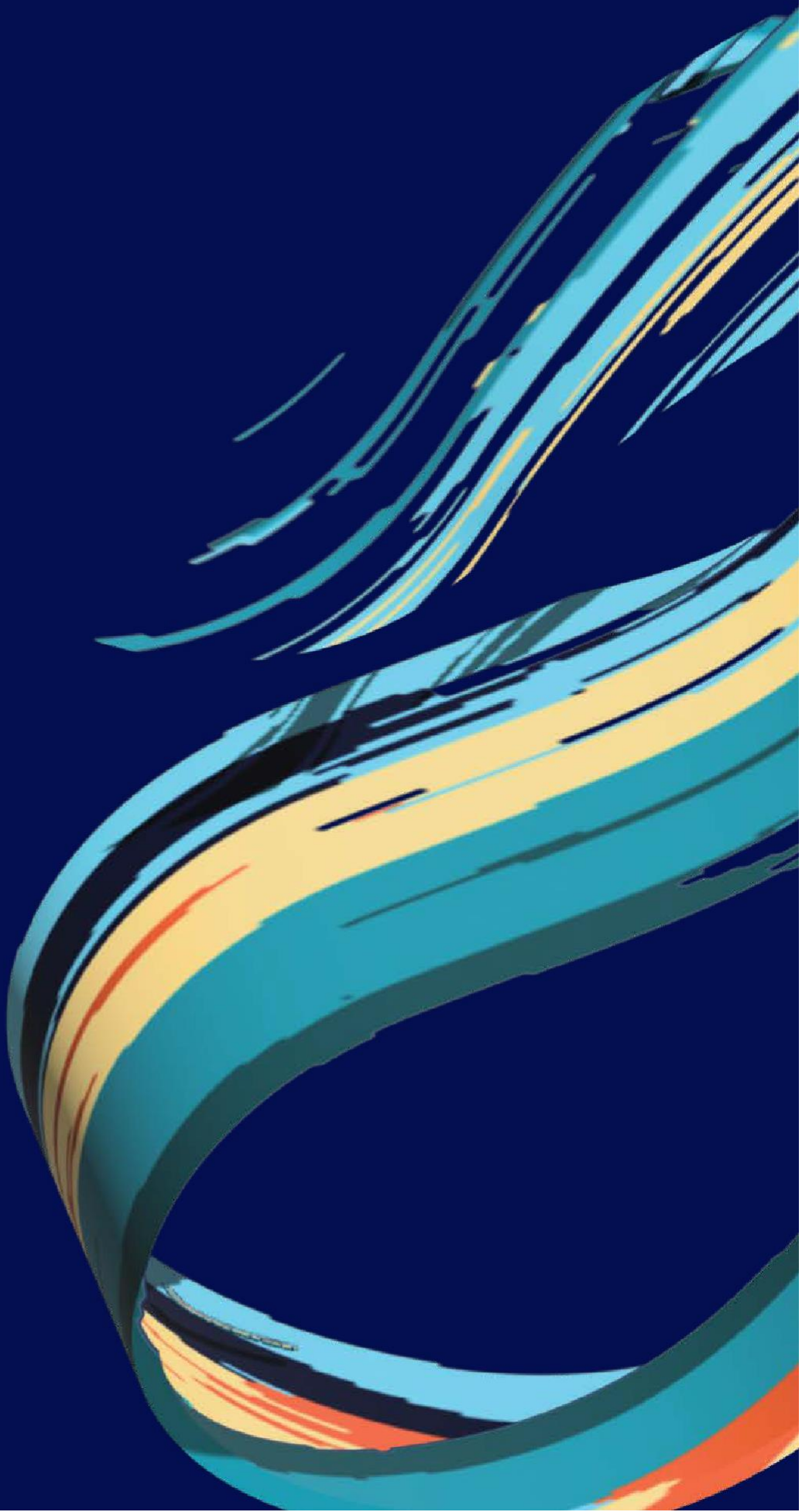


curate
THE ART OF INVESTING

Terms and Conditions

February
2025



Terms and Conditions

1. General terms and conditions

1.1 Definitions

In this End-User License agreement (user agreement), the terms below have the following meanings: 1.1.1

“Digital Platform” means the Curate internet website (accessed on curateinvestments.com/sa)

1.1.2

Curate means Curate Investments (Pty) Ltd is an authorised financial services provider (FSP No.: 53549). Registration number 2023/747232/07.

1.1.3

Personal Information means information relating to you or any person, including, but not limited to, information relating to:

- race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, wellbeing, disability, religion, conscience, belief, cultural affiliation, language and birth;
- education, medical, financial, criminal or employment history;
- any identifying number, account or client number, password, pin code, symbol, e-mail address, domain name or IP address, mobile device identifier, physical address, cellular phone number, telephone number or other particular assignment;
- blood type, fingerprint or any other biometric information;
- personal opinions, views or preferences;
- correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence);
- the name of the person, if it appears with other Personal Information relating to such person, or if the disclosure of the name itself would reveal information about the person; provided that such Personal Information is not in the public domain or held by a public body and is publicly accessible.

1.1.4

Software means collectively: (i) online application software that is provided by or is connected with Curate (ii) all the contents of the software under this user agreement, including the object code form of the software; and (iii) upgrades, modified versions, updates, additions, and copies of the software, if any, in respect of which the rights are granted to you under this user agreement.

1.1.5

working day means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

1.1.7

you or **your** means the end user (either an individual or an entity) of the Digital Platform.

1.2 Conditions and right of use

1.2.1

This user agreement is between you and Curate . Curate grants you a non-exclusive, non-transferable right to use the Digital Platform under the terms and conditions set out below. No agreement will be concluded between you and Curate if you are under the age of 18 years.

1.2.2

You (i) accept the right granted to you in terms of clause 1.2.1 above; (ii) are authorised only to use the Digital Platform for your own purposes in relation to this user agreement and shall not exploit it for commercial gain under any circumstances whatsoever; and (iii) acknowledge that you obtain no rights of ownership in the software whatsoever.

1.2.3

By using the Digital Platform, you acknowledge that you have read, understand and expressly agree to the terms and conditions of this user agreement. In the event that you do not agree to these terms and conditions, please do not continue using the Digital Platform.

1.2.4

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Digital Platform, your cell phone provider may, depending on the type of contract you have, charge you for accessing the Digital Platform or for any usage of the Digital Platform (such as data charges and SMS charges). Curate cannot be held responsible for these charges.

1.3 Commencement and termination

1.3.1

This user agreement is effective from the first date you access the Digital Platform. You may terminate this user agreement at any time by permanently deleting, destroying, and returning, at your own costs, all backup copies and all related materials provided by Curate .

1.3.2

Curate may automatically and immediately terminate the license granted hereunder without notice if you fail to comply with any provision of this user agreement.

1.4 Changes to this user agreement

1.4.1

Curate reserves the right to change any of the terms and conditions contained in this user agreement at any time and in its sole discretion.

1.4.2

When Curate makes changes, to Ts and Cs, you will be presented with the latest version (or notification that the Ts and Cs have been updated) the next time you access the Digital Platform. You will need to accept the updated Ts and Cs (or acknowledge that you are aware that changes have been made to Curate's Ts and Cs) before you can continue using the Digital Platform. Any changes will be effective immediately upon posting on the Digital Platform.

1.4.3

Your continued use of the Digital Platform following the posting of changes will constitute your acceptance of such changes. You undertake to review this user agreement whenever you visit the Digital Platform.

1.5 Restrictions on licence

1.5.1

You are responsible for making all arrangements necessary for you to have access to the Digital Platform, and for ensuring that all persons who access the Digital Platform through your internet connection and or device are aware of the terms and conditions of this user agreement and that they comply with it.

1.5.2

You agree that you shall only use the Digital Platform in a manner that complies with all applicable laws in the jurisdiction in which you use the Digital Platform, including, without limitation, applicable restrictions concerning copyright and other intellectual property rights.

1.6 Intellectual property rights

1.6.1

The Digital Platform and all rights, including, without limitation, intellectual property rights therein, are owned by Curate and/or its licensors and affiliates and are protected by international treaty provisions and all other applicable laws of the Republic of South Africa.

1.6.2

You agree that you have no intellectual property rights whatsoever in the Digital Platform.

1.7 Disclaimer

1.7.1

Although Curate is committed to providing you with the best possible service you acknowledge that the Digital Platform is provided “as is” without warranty of any kind, express or implied, statutory or otherwise, and, to the maximum extent permitted by applicable law, neither Curate, its licensors or affiliates, nor the copyright holders make any representations or warranties, express or implied, including, without limitation, to warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee, or representation, whether oral, written or in electronic format, including but not limited to the accuracy or completeness of any information contained therein or provided by the Digital Platform and its services.

1.7.2

Curate shall not be liable for any loss or damages (including without limitation consequential loss or damage) whatsoever from the use of, or reliance on the information contained in the Digital Platform.

1.7.3

The Digital Platform has not been written to meet your individual requirements and there is no warranty by Curate or by any other party that the functions contained in the Digital Platform will meet your requirements or that the operation of the Digital Platform will be uninterrupted or error free.

1.7.4

You assume all responsibility and risk for the selection of the Digital Platform to achieve your intended results and for the installation, authentication methods to gain access, use, and results obtained from it.

1.7.5

The Digital Platform is provided by Curate on an ‘as is’ and ‘and available’ basis. 1.7.6

Curate does not guarantee the operation of the Digital Platform and use thereof is at your own risk.

1.7.7

While Curate is committed to exercising due care it does not guarantee that the Digital Platform, its tools and servers and/or systems are free from viruses or other harmful components.

1.7.8

To the maximum extent permitted by applicable law, Curate, its employees and licensors shall not be liable to you or to any third party for any liability, losses, damages and/or costs or expenses whether special, direct, indirect and/or of a consequential nature including but not limited to loss of income, loss of profits, loss of business information, business interruption, death or personal injury caused by any nature whatsoever or arising out of the use of or inability to use the Digital Platform, any defect or error in the Digital Platform or any failure in the performance of the Digital Platform and you hereby indemnify Curate against any such liability.

1.7.9

Curate is committed to providing you with the best possible service but will not be held liable for:

1.7.9.1

any interrupted, delayed or failed transmission, storage or delivery of information due to power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other events, circumstances or cause beyond the reasonable control of Curate ;

1.7.9.2

any inaccurate, incomplete or inadequate information supplied by you via the Digital Platform;

1.7.9.3

any direct or indirect loss or damages relating to any events described in this clause or the clauses above, your actions or omissions that result in a breach of this user agreement, a denial of access to the Digital Platform should we believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or place Curate in disrepute.

1.7.10

It is very important that you acknowledge and understand that:

1.7.10.1

any information provided via the Digital Platform should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any advice, financial services or financial products;

1.7.10.2

if you have Curate contracts, policies and/or other Curate -related products, you will remain bound by the terms of such contracts and any specific conditions of use related thereto.

1.8 Third-party websites

1.8.1

As a convenience to you, the Digital Platform may contain links to other websites belonging to and/or operated by third parties. These third-party websites are not under the control of Curate and by making these links available, we are not endorsing these third-party websites, their content, products, services or the owners.

1.8.2

It is your responsibility to ensure that you obtain any information which may be relevant to making a decision, and that you read the privacy and security policy on such third-party websites. Curate will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third-party websites and/or software. You agree that where you access third party websites you do so entirely at your own risk.

1.8.3

Curate may from time-to-time employ third parties and or their software to assist with certain services and aspects of the Digital Platform. We make every effort to ensure that such third parties comply with our Privacy and Security policies and hold them accountable for any non-compliance.

1.8.4

Curate seeks to protect the integrity of its website and the links placed upon it, and therefore requests any feedback on not only our Digital Platform but also such third-party websites.

1.9 Governing law

1.9.1

This user agreement will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa. By accessing and using the Digital Platform, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

1.10 System requirements

1.10.1

Curate aims to provide you with as much information as possible about what to expect when using this digital platform. The digital platform has been built with the following browsers in mind:

Mozilla Firefox
Google Chrome
Internet Explorer 10+
Microsoft Edge
Safari
Opera

The digital platform makes use of JavaScript and cookies. You will need to have JavaScript enabled on your browser for the most effective digital platform usage.

1.10.2

Documents used on this digital platform are stored in PDF, .doc, .xlsx or .txt format. If you don't have a PDF reader, you can download Adobe Reader for free from the Adobe website.

2. Accessibility

2.1

Users of the digital platform have equal access to content. The digital platform complies with best practice and accessibility standards to allow for meaningful interaction, regardless of abilities or disabilities by providing:

2.1.1

Resizable fonts and images so that users with poor eyesight can enlarge text and images for easier viewing.

2.1.2

High contrast text allows the digital platforms background colour to be changed to allow for easier viewing. Expressively named links appear in different colours to make it easier for colour-blind users to view screen content.

2.1.3

Image descriptions have image text labels that allow for visually impaired users to use text-to-speech software or text-to-Braille hardware.

2.1.4

Simplified mark-up allows users to select a plain text version of the content.

2.1.5

A navigation layout that matches HTML allows users with cognitive difficulties to read with screen readers. Users who are unable to use a mouse or standard keyboard can easily navigate the digital platform with a keyboard or single-switch access device.

2.1.6

The use of plain language helps users with dyslexia or learning difficulties to understand our digital platform content.

3. Copyright

3.1

The content on this digital platform, including all registered and un-registered trademarks are protected by copyright and owned by Curate or third parties.

3.2

You may not copy, reproduce, display or use any intellectual property in any manner whatsoever without prior written consent from Curate or the copyright owner.

3.3

Nothing contained on this digital platform should be construed as granting any license or right of use of any intellectual property.

4. Promotion of access to information

4.1

In compliance with the Promotion of Access Information Act (PAIA) No. 2 of 2000, and in terms of our commitment to promoting transparency, accountability and effective governance, Curate respects your privacy and your personal information and as such; we take care to protect your personal information and to keep it confidential.

4.2

In terms of Promotion of Access Information Act (PAIA) No. 2 of 2000, you have the right to access information in our records.

4.3

To request information held by a Momentum Group entity, please refer to the PAIA Manual for guidance on the process as well as the completion of the prescribed Form C.