

## **Terms and Conditions for Trading Alerts**

These Terms and Conditions apply between Imermarket (PTY) LTD ex Xenium Financial Managers (Pty) Limited operating under the name InvesaCapital (“the Company” or “we”) and its Clients who have entered into a Client Agreement with the Company and in addition who have successfully signed in for trading alerts (hereinafter “the Client” or “you”).

Read these Terms and Conditions carefully before proceeding to sign in for trading alerts and make sure you agree with them. Particular emphasis is placed at the Warning and Limitation of Liability sections immediately below and on the fact that receiving trading alerts is NOT mandatory but optional.

### **WARNING for Trading Alerts**

If you successfully sign in for trading alerts, you shall start receiving various trading alerts via SMS from us. The trading alert service does NOT constitute an investment advice and neither does the contents of each separate SMS sent to you constitute financial or investment advice. This analysis is produced by a third-party provider (Trading Central SA) and is sent to you for information purposes only! We do not advise you on the merits or risks of any particular transaction based on the SMS and it is entirely up to you how and if you wish to use the SMS and take relevant decisions based on your judgment.

It is clarified that the information in the SMS is of a general nature and does not take into consideration individual readers personal circumstances, investment experience or current financial situation.

It is further noted that the Company does not influence and does not have any input in formulating the information contained therein. The contents of the SMS represent the assessment of Trading Central SA and not of the Company. The Company does not endorse the contents of the SMS or the use of this service.

### **Limitation of Liability**

The Company shall not accept any responsibility for the use of this service and the content of any SMS.

The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction.

The Company does not guarantee that you will be able to receive the SMS at all times and from any location. The Company does not make representations as to the time of receipt by the Client of the SMS and cannot guarantee that you will receive such at the same time as other clients.

The Company shall not be liable if trading alerts are not properly sent due to any failure or interruption or disconnection in the operation of the of the communication lines of the Company or of the Client or the public network, or due to hacker attacks, or due to Trading Central's failure or a force majeure event outside the control of the Company.

The Company will not be liable to the Client should your computer system or telephone destroy or delay the SMS.

### **Procedure and Eligibility**

In order to start receiving trading alerts from the Company, you need to be an existing customer of the Company or become a customer of the Company (subject to the account opening requirements of the Company) and make a deposit in your Trading Account that will make you (at least) a gold account member in order to be eligible for this service.

After this, and only if you wish, you need to get in touch with your designated account manager to register you to this service.

The alerts number you will receive every day depends on your Trading Account type (see the table below for more details).

If you have several Trading Accounts with the Company, each Trading Account shall be treated separately and hence you may receive trading alerts in all of them.

### **Technical Requirements**

In order to receive the trading alerts, you are responsible for providing and maintaining the compatible equipment necessary to receive the trading alerts, which includes at least a personal computer, internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet or telephone lines.

### **Table**

You can find more details [here](#).

### **Changes**

The services hereunder and these Terms and Conditions may be amended from time to time by the Company by sending three business days' notice to you via email.

### **Termination of Service**

If the Client Agreement between us is terminated, you will also lose the right to receive the trading alerts.

We have the right at any time to postpone or terminate this service with five business days' notice sent to you via email.

### **Your Personal Data**

We shall not disclose your information or contact details to Trading Central SA. We shall keep your information secret and confidential at all times and process it according to the Client

Agreement between us. So, although the contents of the SMS are decided by Trading Central SA, we shall undertake to send the SMS to you in order to guard your privacy.

### **To STOP receiving trading alerts**

You have the right at any time to ask from your account manager to stop receiving this service without any charges or implications in your Trading Account.

### **Your Consent**

By signing in for trading alerts you are:

1. Consenting to these Terms and Condition.
2. Instruct us to send to you trading alerts and use your information for this purpose.

### **Severability**

Should any part of these Terms and Conditions be held by any Court of competent jurisdiction and regarded as unenforceable or illegal or contravene to any rule, regulation or Law of any Market or Regulator, that part will be deemed to have been excluded from these Terms and Conditions as of the beginning, and these Terms and Conditions will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of these Terms and Conditions or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

### **Law and Jurisdiction**

All disputes and controversies arising out of or in connection with these Terms and Conditions shall be finally settled in court in South Africa. These Terms and Conditions are governed by the Laws of South Africa.