

## Terms of Use

- The Standard Bank of South Africa Limited ("Standard Bank") maintains this demonstration trading platform (the "Demo Trading Platform") and the virtual services/products ("Virtual Services") made available thereon.
- The use of the Demo Trading Platform is subject to the terms and conditions set out herein ("Terms of Use") and is for demonstration purposes only at no charge to you. You acknowledge and agree that your right to use the Demo Trading Platform is a personal right that is limited to a period of twenty (20) days from the date on which your account ("Demo Trading Account") on the Demo Trading Platform is established.
- You agree that you do not acquire any rights as a result of using the Demo Trading Platform including, but not limited to, the right to receive any profits shown on the Demo Trading Account. Any profits or losses shown on your Demo Trading Account are notional only.
- Although the Demo Trading Platform simulates trading and trading results, it does not reflect actual trades and you are cautioned that the results of actual trading may be substantially different.
- By accessing and/or utilising any of the Virtual Services on the Demo Trading Platform, you the user, agree that you have reviewed the Demo Trading Platform in its entirety and that you have read these Terms of Use and the Disclaimer in respect of the Demo Trading Platform. If you do not agree to same, you should immediately discontinue your use of the Demo Trading Platform.
- Standard Bank may amend the Terms of Use from time to time. By accessing the Demo Trading Platform you are bound to the version of the Terms of Use published here at the time of any visit to the Demo Trading Platform. You agree to view and be bound to the current version each time you access the Demo Trading Platform. A certificate signed by the administrator responsible for maintaining the Demo Trading Platform will be prima facie proof of the date of publication and content of the current version and all previous versions of the Terms of Use.
- Standard Bank reserves the right at any time to change or discontinue any aspect, service or feature of the Demo Trading Platform or Virtual Services without notice.
- Standard Bank may terminate your access to the Demo Trading Platform at any time and without notice to you in its sole discretion.
- Standard Bank reserves the right to reject, in its sole discretion, any application for a Demo Trading Account without providing reasons therefor.
- Standard Bank may also impose limits or conditions on the right to certain Virtual Services, features or functions and it may restrict access to parts of or all of the Virtual Services on the Demo Trading Platform.
- You hereby warrant to Standard Bank that you have the required legal capacity to enter into and be bound by these Terms of Use. Minors must be assisted by their legal guardians when reading these conditions. If you are unsure whether you have the legal capacity to enter into agreements, contact Standard Bank for further information on 0860 121 555 or +27 11 378 8900 or e-mail: securities@standardbank.co.za before you continue using the Demo Trading Platform.
- Copyright subsists in the Demo Trading Platform and the unauthorised copying, reproduction, distribution, dissemination, sale, publication or other use of this material and the trade marks, logos or service marks (whether registered or not) of Standard Bank and any of its affiliates, subsidiaries, shareholders, agents, consultants, directors, officers or employees or its holding company (collectively "Standard Bank Group") shall constitute an infringement of the relevant intellectual property laws. For the avoidance of doubt, "Standard Bank Group" shall include Standard Bank.

- You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:
  - the material is used for considering use of the Demo Trading Platform and for no other commercial purposes; and
  - any reproduction of our proprietary material from the Demo Trading Platform or portion of it must include our copyright notice in its entirety.
  
- The logos and trademarks shown on the Demo Trading Platform are registered and unregistered trademarks of Standard Bank or that of third parties. Nothing on the Demo Trading Platform should be construed as granting any license or right to use any trademark without Standard Bank's prior written permission and/or that of third parties, as the case may be. You may not, without Standard Bank's prior written permission, use any of the intellectual property for any other purposes. An application to use the intellectual property must be submitted to [securities@standardbank.co.za](mailto:securities@standardbank.co.za). Upon receiving your application, Standard Bank we will do its best to respond and enter into further discussions with you. If you do not get a written response from Standard Bank within 5 (five) Business Days (which excludes Saturdays, Sundays and public holidays in the Republic of South Africa), consider your request as rejected.
- Irrespective of the existence of copyright, you acknowledge that Standard Bank is the proprietor of all material on the Demo Trading Platform, whether it constitutes confidential information or not, and that you have no right, title or interest in any such material.
- Standard Bank shall not be liable for any interruption, malfunction, downtime or other failure of the Demo Trading Platform or any component part of the Demo Trading Platform (as the case may be) for whatever reason.
- Standard Bank may modify, suspend or discontinue the Demo Trading Platform, whether temporarily or permanently, without notice.
- By accessing and utilizing the Demo Trading Platform you do so on your own initiative and on your own risk, and are responsible for your compliance with applicable laws and regulations.
- Whilst all reasonable precautions have been taken, Standard Bank does not warrant that the Demo Trading Platform or any downloads via the Demo Trading Platform are free from viruses or destructive code. Standard Bank Group shall not be liable for any damage or injury arising out of any person's or entity's access to or inability to access the Demo Trading Platform. This limitation includes, but is not limited to, any damage to computer equipment and computer systems caused by virus, malware and any other harmful computer coding.
- The Demo Trading Platform may contain links to other websites with information and material produced by other parties. Whilst Standard Bank tries to provide links only to reputable websites, it cannot accept responsibility or liability for the information provided on other websites. A link from the Demo Trading Platform to any other website does not mean that Standard Bank has scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.
- Consulting the Demo Trading Platform does not constitute a customer relationship and Standard Bank shall not have any duty or incur any liability or responsibility towards any person or entity as a result of such person or entity consulting the Demo Trading Platform.
- Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to the Demo Trading Platform or any subsidiary pages before receiving Standard Bank's prior written approval, which may be withheld or granted subject to the conditions we specify from time to time. An application for linking must be submitted to [securities@standardbank.co.za](mailto:securities@standardbank.co.za). Once received, Standard Bank will do its best to respond and enter into further discussions with you. If you do not get a written response from

Standard Bank within 5 (five) Business Days, consider your request rejected. Breach of these conditions entitles Standard Bank to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to Standard Bank on an attorney and own client scale.

- Standard Bank's commitment to your privacy and the security of your personal information is outlined in its Privacy and Security statement.
- All information submitted to or collected by Standard Bank through or in connection with your use of the Demo Trading Platform, including all registration data, clickstream data and hypothetical trading data, will be the property of Standard Bank and Standard Bank will be free to use it in accordance with its business practices. Standard Bank will be free to use such information without restriction if such information is aggregated with other data or otherwise processed such that it cannot be attributed to or associated with you.
- All claims instituted by you against Standard Bank Group arising as a result of your use of the Demo Trading Platform or on the interpretation of these Terms of Use (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration. That arbitration will be held with only the parties and their representatives present at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, Republic of South Africa. The arbitration will be governed by the rules of the Arbitration Foundation in terms of South African law and will be heard by an arbitrator or arbitrators appointed by the Arbitration Foundation of Southern Africa. Either party will be entitled to have the award made an order of court of competent jurisdiction. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration. Standard Bank may institute action against you in any court with appropriate authority.
- The Demo Trading Platform is intended for use by recipients located in countries where such use does not constitute a violation of applicable legislation or regulations.
- The Demo Trading Platform calculates all dates and times based on UTC (Coordinated Universal Time). The display of dates and times in different timezones are for convenience purposes only and discrepancies from UTC may occur on dates and times due to changes in day light savings times and similar issues. In case of discrepancies or disputes, UTC time will always prevail.

## Disclaimer

No material or publication on this demonstration trading platform ("Demo Trading Platform") constitutes an offer or the solicitation of an offer for the sale or purchase of any security or financial instrument. Whilst The Standard Bank of South Africa Limited ("Standard Bank") has taken care to ensure that the content and services on the Demo Trading Platform are accurate, it does not warrant that the Demo Trading Platform, any tools such as calculators, software, information provided by Standard Bank or any of its third party services providers, content or other services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality and expressly disclaim all such implied warranties. Whilst all reasonable precautions have been taken, Standard Bank does not warrant that the Demo Trading Platform or any downloads via the Demo Trading Platform are free from viruses or destructive code. Standard Bank and any of its affiliates, subsidiaries, shareholders, agents, consultants, directors, officers or employees or its holding company (collectively "Standard Bank Group") shall not be held liable for any damages whatsoever relating to

your use of the Demo Trading Platform or the services offered or information made available on the Demo Trading Platform or your inability to use the Demo Trading Platform or any of the information or services. For the avoidance of doubt, “Standard Bank Group” shall include Standard Bank.

This includes without limitation any direct, indirect, special, incidental and consequential or punitive damages howsoever arising and regardless of whether Standard Bank Group was advised of the possibility of such loss or damage. Whilst every care has been taken in publishing information on the Demo Trading Platform, no representation, warranty or undertaking (express or implied) is given and neither responsibility nor liability is accepted by Standard Bank Group as to the accuracy of the information contained herein. Standard Bank Group cannot be held liable for the use of and reliance on these opinions, estimates and findings. All opinions, estimates and findings contained on the Demo Trading Platform may be changed after publication at any time without notice. The information contained on the Demo Trading Platform is not intended as advice.

Should the use of the Demo Trading Platform or information lead you to consider entering into any transaction in relation to the financial product you must take note of the following: there are intrinsic risks involved in transacting in any of the products; no guarantee is provided for the investment value in a product; any forecasts based on hypothetical data are not guaranteed and are for illustrative purposes only; returns may vary as a result of their dependence on the performance of underlying assets and other variable market factors; past performances are not necessarily indicative of future performances; unless a financial needs analysis has been conducted to assess the appropriateness of the product, investment or structure to your unique particular circumstances, Standard Bank cautions you that there may be limitations on the appropriateness of the information for your purposes and you should take particular care to consider the implications of entering into the transaction, either on your own or with the assistance of an investment professional.

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Standard Bank's commitment to your privacy and the security of your personal information is outlined in its Privacy and Security statement

Any use of the Demo Trading Platform is subject to the “Terms of Use”, as amended from time to time.

### **Privacy and security statement**

Your right to privacy and security is very important to us. We, The Standard Bank of South Africa Limited, treat personal information obtained through the use of this website or this demonstration trading platform (“Demo Trading Platform”) as private and confidential and are committed to providing you with secure access to our online services. We voluntarily subscribe to the principles set out in

Section 51 of the Electronic Communications and Transactions Act, 25 of 2002, which govern the electronic collection of personal information.

### **How we use the personal information we collect?**

We need to collect personal or other information if we are to meet our obligations to you, to follow your instructions, to inform you of new services and to ensure that our business is geared towards your needs.

Use of technology to monitor your use of the Demo Trading Platform. We gather and analyse information on our visitors' routine use of the Demo Trading Platform. We use this information to monitor which areas of the Demo Trading Platform are most frequently visited, to assist us to continue developing a value added service. This information is pooled so individual personal information, behaviour or patterns cannot be identified.

### **Cookies**

On some parts of the Demo Trading Platform we use so called "cookie" technology. Cookie technology consists of small pieces of data or a small text file which is given to your browser by our webserver when you visit our Demo Trading Platform. This data is stored on your browser. The cookie is sent back to our webserver each time you visit the Demo Trading Platform. Cookies are not computer programs and do not run on a computer like programs do. They cannot gather information or function on their own. They cannot collect any personal information about you or your machine and cannot gather data or information about what you do on the Internet. Cookies merely enable us to provide a more valuable online experience to you. While you can set up your Internet browser to disable cookie technology, we do not recommend that you do this since some parts of the Demo Trading Platform and our online services may not function properly, or at all.

### **Third Parties**

Whenever we commission other organisations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our customers' personal information to perform such services. The Demo Trading Platform may contain links to or from other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the security or privacy practices employed by other sites. We recommend that you always read the privacy and security statements on such sites.

When we will disclose personal information without consent?

We will not disclose personal information to anyone outside Standard Bank without your permission unless:

- we are compelled to do so by law or in terms of a court order;
- it is in the public interest to do so; or
- it is necessary to protect our rights.

### **Storing personal information**

Personal information we collect via the Demo Trading Platform is stored in a secure environment and is not available to any person outside Standard Bank.

### **Our security practices**

We are committed to providing secure online services. As such, all interactions with our transactional sites are protected through encryption that complies with international standards. Encryption is used to protect the transmission of your personal information when completing online application forms. Our Internet servers are protected by firewalls and intrusion detection systems. Access to information on these servers is restricted to authorized personnel only. We have also employed the services of independent security experts to test and advise us on the security of our systems. To ensure that you benefit from our security you should read the security tips we post on our site from time to time.

### **Privacy and security statements applying to specific online services**

Different online services and The Standard Bank of South Africa Limited's or any other Standard Bank Group entities may have their own privacy and security policies because the nature of their service or products demand a deviation from our general policy as set out herein. These specific policies will apply to and exclusively govern your use of the particular online or banking service.

### **Right to amend this privacy and security statement**

We reserve the right to amend this privacy and security statement at any time. All amendments to this privacy and security statement will be posted on the website or the Demo Trading Platform. Unless otherwise stated, the current version shall supersede and replace all previous versions of this privacy and security statement.