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WARRANTEE BY YOU

You hereby warrant that you have full legal capacity required to enter into a contractual relationship and that you will be bound by contractual terms. All minors must be assisted by their legal guardians when reading these conditions and entering into any contractual relationship. If you are unsure regarding your legal capacity to enter into agreements, contact someone able to provide you with this information before you continue using this site. You hereby warrant that all information provided by you to SESFIKILE CAPITAL via the website and in writing will in all respects be accurate, current and complete.

You will fully disclose all material and relevant facts to SESFIKILE CAPITAL, a breach of which may lead to any contract or any transactions arising from such contract being rendered void or subject to cancellation.

INDEMNITY

You agree to indemnify and hold harmless SESFIKILE CAPITAL and its affiliates, shareholders, its respective directors, agents, consultants, employees 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.

DISPUTE RESOLUTION

Subject to the relevant service terms, in the event of a dispute arising as a result of your use of the website or on the interpretation of these conditions or on any matter which in terms of the conditions requires agreement by the parties (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.

CERTIFICATE

A certificate signed by any one of SESFIKILE CAPITAL's directors will constitute prima facie proof of the operation or functionality of the online services or any part thereof and the contents of any information displayed on the site on a given date. Our address for all notices and service of legal process or chosen domicilium citandi et executandi (address for any legal notice), is: Director, 6th floor office block 1, The Cliffs, 3 Niagara Road, Bellville, Cape Town, South Africa, 7530.

CONFLICTS OF INTEREST

SESEFIKILE CAPITAL shall, wherever possible avoid situations causing a conflict of interest. Where it is not possible to avoid such conflict: SESFIKILE CAPITAL shall advise the Client, of such conflict in writing at the earliest reasonable opportunity and shall mitigate the conflict of interest in accordance with its Conflict of Interest Management Policy. A copy of this Policy is available on the SESFIKILE CAPITAL website.

SESEFIKILE CAPITAL (Pty) Ltd. is an authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FSP number: 33946). The conditions will be governed and construed in accordance with the law of the Republic of South Africa.