

# TERMS OF USE

**CORESHARES**<sup>TM</sup>  
LIBERATE  
THE FUTURE

IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002, YOUR ACCESS TO AND USE OF OUR WEBSITE AND ONLINE PORTAL IS CONDITIONAL ON YOUR AGREEMENT TO THESE TERMS OF USE. THESE TERMS OF USE CONSTITUTE A CONTRACT BETWEEN YOU AND CORESHARES HOLDINGS (PTY) LTD AND ITS SUBSIDIARIES OR RELATED PARTIES (HEREAFTER REFERRED TO AS "CORESHARES") AND GOVERN THE USE OF THIS WEBSITE AND ONLINE PORTAL. SHOULD YOU NOT AGREE TO THESE TERMS OF USE OR WISH NOT TO BE BOUND BY THEM, YOU MUST EXIT THIS WEBSITE AND ONLINE PLATFORM IMMEDIATELY AS FURTHER USE WILL SIGNIFY YOUR AGREEMENT AND WILL AUTOMATICALLY BIND YOU TO THESE TERMS OF USE.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 "CoreShares" means CoreShares Holdings (Pty) Ltd registration number 2013/184705/07 of 4th Floor, Grindrod Tower, 8a Protea Place, Sandton, 2194 and its subsidiaries, Coreshares Asset Management (Pty) Ltd, Reg No. 2014/135757/07 and Coreshares Index Tracker Managers (RF) (Pty) Ltd, Reg No. 2006/006498/07;
- 1.2 "ECT Act" means the Electronic Communications and Transactions Act, 2002;
- 1.3 "Website" means the CoreShares website available at [www.coreshares.co.za](http://www.coreshares.co.za), including the content and service(s) available on and through the website and any page, part or element thereof;
- 1.4 "User" means any person who enters or uses the Website;
- 1.5 References herein to the singular includes the plural and vice versa; and
- 1.6 Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the ECT Act. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these Terms of Use.

## 2. ALLOWED USE AND LICENSE

- 2.1 CoreShares licenses the User to view, download, and print the content of the Website provided that such use is for private, personal, educational, and/or non-commercial purposes only.
- 2.2 Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of CoreShares.
- 2.3 Users may only access, browse and use the Website for legitimate personal or commercial purposes and may not use the Website for:
  - a. Harmful purposes;
  - b. Illegal purposes;
  - c. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
  - d. The creation, storage and sending of unsolicited commercial communications.
- 2.4 The caching of the CoreShares website shall only be allowed if:
  - a. The purpose of the caching is to make the onward transmission of the content from the Website more efficient;
  - b. The cached content is not modified in any manner whatsoever;
  - c. The cached content is updated at least every 12 (twelve) hours; and
  - d. The cached content is removed or updated when so required by CoreShares.
- 2.5 If any User uses content from the CoreShares website in breach of the provisions detailed herein:
  - a. CoreShares reserves the right to claim damages from the User;
  - b. CoreShares reserves the right to institute criminal proceedings against the User; and
  - c. CoreShares shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

- 2.6 Hyperlinks to the Website from any other source shall be directed at the home page of the Website. Links beyond the CoreShares home page may only be used with CoreShares prior written consent.
- 2.7 CoreShares shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without CoreShares prior written consent shall do so at their own risk and indemnify CoreShares against any loss, liability, or damage that may result from the use of such hyperlinks. CoreShares non-liability for deep linking is because deep links bypass these Terms of Use.
- 2.8 Users may quote small and reasonable amounts of content available from the CoreShares website, subject to such a quote being placed in inverted commas and acknowledged.
- 2.9 No person may, without the prior written consent of CoreShares, frame the Website in any manner whatsoever.
- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent from CoreShares.
- 2.11 Email addresses, names, telephone numbers and cell phone numbers, published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to CoreShares and all rights detailed in section 45 of the ECT Act are reserved.
- 2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by CoreShares at any time without prior notice or reasons.

### 3. ONLINE PORTAL SERVICES AND REGISTRATION

- 3.1. The Online Platform service is governed by separate terms and conditions specified within the section of the website where the Online Platform is provided.
- 3.2. Access and use of the Online Portal is subject to specific registration procedures and approvals, which we may accept or reject at our sole discretion.

### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to CoreShares and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in section 2, all other rights to intellectual property on the Website are expressly reserved.
- 4.2 No person shall amend, copy, use, decompile and/or reverse engineer the source code of the Website.
- 4.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without CoreShares' prior written consent.

### 5. SOFTWARE AND EQUIPMENT

- 5.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

### 6. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to and use of the Website may be classified as "electronic transactions" as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and CoreShares has, amongst others, the duty to disclose the following information:

- 6.1 The full name and legal status: CoreShares Holdings (Pty) Ltd;
- 6.2 Registration number: 2013/184705/07;
- 6.3 Physical address: 4th Floor, Grindrod Tower, 8a Protea Place, Sandton, 2194
- 6.4 Postal address: PO Box 78011, Sandton, 2145
- 6.5 Telephone number: +27 (0) 11 459 1809
- 6.6 Website address: <http://www.coreshares.co.za>
- 6.7 Email address: [info@coreshares.co.za](mailto:info@coreshares.co.za)

- 6.8 Physical address for receipt of legal service: 4th Floor, Grindrod Tower, 8a Protea Place, Sandton, 2194;
- 6.9 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
- a. access and use of the Website;
  - b. the inability to access the Website;
  - c. the services and content available from the Website; or
  - d. these terms and conditions shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final, and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
- 6.10 Complaints: [compliance@coreshares.co.za](mailto:compliance@coreshares.co.za) ;
- 6.11 Cooling off rights: The cooling-off provisions detailed in section 44 of the ECT Act may apply to the services available on the Website.

## 7. CHANGES AND AMENDMENTS

- 7.1 CoreShares reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:
- a. Change or amend these Terms of Use;
  - b. change the content and/or service available from the Website;
  - c. discontinue any aspect of the Website or service(s) available from the Website;
  - d. change the software and hardware required to access and use the Website; and/or
  - e. change or its Privacy Policy.

## 8. COLLECTION AND USE OF PERSONAL INFORMATION

- 8.1 Users may access most areas of the Website without registering their details with CoreShares and without CoreShares recording any of their personal information; however certain areas of the Website may require the User to register. If you submit an application to have access to these areas, you are indicating that you are willing for us to deal with your personal information.
- 8.2 The User consents to CoreShares electronically collecting, storing, using and sharing the following personal information of the User:
- a. Name and surname;
  - b. Area code;
  - c. Street address;
  - d. Postal address;
  - e. Title;
  - f. Contact numbers;
  - g. Non-personal browsing habits and click patterns;
  - h. E-mail address; and/or
  - i. IP address.
- 8.3 CoreShares collects, stores and uses the above-mentioned information for the following purposes:
- a. Communicate requested information to the User;
  - b. Provide services to the User as requested by the User;
  - c. Authenticate the User;
  - d. Provide marketing related information in respect of products and services to the User;
  - e. Provide the User with access to restricted pages on this Website; and/or
  - f. Compile non-personal statistical information about browsing habits, click-patterns, and access to the Website.
- 8.4 You may request confirmation of your personal information that we hold, request us to correct or delete your personal information correct or object to the processing of your personal information by sending an email to [coreshares@compliance.co.za](mailto:coreshares@compliance.co.za).

- 8.5 We may share your personal information with our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that all service providers establish and maintain the security measures with regard processing of your personal information.
- 8.6 Additionally, these Terms of Use also includes terms contained in our Protection of Personal Information (“POPI”) Policy and Privacy Policy which can be found on [www.coreshares.co.za](http://www.coreshares.co.za) .

## 9. PRIVACY AND SECURITY

- 9.1 CoreShares respects your privacy and is committed to keeping your information confidential and shall take all reasonable steps to protect your personal information, for the purpose of this clause, “personal information” shall be defined as detailed in the Protection of Personal Information Act, 2013 (“POPIA”).
- 9.2 CoreShares shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, We can however not guarantee the security of any information you transmit to us electronically and you do so at your own risk.
- 9.3 We implement strict security standards and procedures in order to help prevent unauthorised access to your personal information. Only authorised CoreShares employees or agents will have access to your information, and all of our employees, service providers and marketing partners are held to stringent standards of privacy and security and are bound by confidentiality agreements.
- 9.4 If you subscribe to a service or product provided by us on the website whereby you choose a personal user ID and/or password, you remain entirely responsible for:
  - a. maintaining the confidentiality of your user ID and/or password;
  - b. all activities that occur in your account, either with or without your knowledge;
  - c. notifying us immediately of any unauthorised use of your user ID and/or password or any other breach of security; and
  - d. losses incurred by us or another party due to someone else using your user ID and/or password.
- 9.5 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, CoreShares is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 9.6 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that supports the Website.
- 9.7 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold CoreShares harmless against any and all liabilities, damages, risks and losses that CoreShares and its partners/affiliates may suffer as a result of such delivery, attempt or damaging code.
- 9.8 Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Website and CoreShares reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 9.9 Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by CoreShares and its partners / affiliates due to or related to these illegal actions.

## 10. HYPERLINKS TO THIRD PARTY PAGES

- 10.1 CoreShares may provide hyperlinks to websites not controlled by CoreShares (“target sites”) and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.
- 10.2 CoreShares does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

## 11. DISCLAIMER AND LIMITATION OF LIABILITY

- 11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, CoreShares (including its owners, employees, suppliers, internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
  - a. access to the Website; access to and use of the service;
  - b. access to websites linked to the Website;
  - c. inability to access the Website or use the service;
  - d. inability to access websites linked to the Website;

- e. content available on the Website;
  - f. services available from the Website; or
  - g. any other reason not directly related to CoreShares' gross negligence.
- 11.2 CoreShares' Website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with CoreShares, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 11.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of CoreShares and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 11.4 CoreShares does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. CoreShares shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.
- 11.5 CoreShares does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of CoreShares, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."
- 11.6 The Website and the service are provided "as is" and no warranties, implied or express, are given or implied.

## 12. REMOVAL AND CORRECTION OF CONTENT

- 12.1 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to CoreShares and CoreShares undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## 13. INTERCEPTION OF COMMUNICATION

- 13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to CoreShares right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) sent or posted by the User to the Website, its staff and employees.
- 13.2 The User agrees and acknowledges that the consent provided by the User in clause 11.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## 14. ENTIRE AGREEMENT AND SEVERABILITY

- 14.1 These terms and conditions constitute the entire agreement between CoreShares and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by CoreShares from the User.
- 14.2 Any failure by CoreShares to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms of Use. The remaining Terms of Use shall remain enforceable and applicable.

## 15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and CoreShares agree that:

- 15.1 the User shall be bound to these Terms of Use and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Website for the first time;
- 15.2 data messages (as defined in the ECT Act) addressed by the User to CoreShares shall only be deemed to have been received if and when responded to;
- 15.3 data messages (as defined in the ECT Act) addressed to the User by CoreShares shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 15.4 data messages (as defined in the ECT Act) addressed by the User to CoreShares shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and CoreShares; and
- 15.6 the User agrees and warrants that data messages that are sent to CoreShares from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

**16. APPLICATION AND GOVERNING LAW**

16.1 CoreShares' Website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services, products and these Terms of Use.

**17. LEGAL COSTS**

17.1 CoreShares shall not be liable for costs incurred by Users to obtain professional advice relating to these Terms of Use.