



EASYCRYPTO TERMS AND CONDITIONS

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EasyEquities is an authorised financial services provider (FSP22588), a licensed over the counter derivatives provider (ODP44) and a registered credit provider (NCRCP12294). To view our complaints policy, conflict of interest policy and full disclosure required in terms of the Financial Advisory and Intermediary Services Act, 2002 please go to www.easyequities.co.za.

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1. Introduction

- 1.1 This client agreement, including any annexures (“**Agreement**”) sets out the terms and conditions between you (“**you**” or the “**Client**”) and First World Trader Proprietary Limited trading as EasyEquities (“**EasyEquities**”), to open an EasyCrypto account (“**EasyCrypto Account**”) and receive services from us via the EasyCrypto Platform. It is important that you read the terms and conditions contained in this Agreement carefully before using our services.
- 1.2 The EasyEquities ZAR and TFSA Terms and Conditions will still be applicable to you and are incorporated herein to the extent applicable.
- 1.3 **There are clauses in this Agreement that require your careful consideration. The terms which may limit any of your rights, or which provide for specific acknowledgements or warranties required by/from you, are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 This Agreement is legally binding and all services provided herein are enforceable against either Party. **By utilising the website located at www.easycrypto.co.za ("Website") and the services offered therein, submitting an Application Form, or by accessing or otherwise using our services, you acknowledge that you have read this Agreement and that you fully understand its contents and that you agree to be bound by the terms of this Agreement.** If you do not agree to all of the terms stated in this Agreement or if you don't understand any of the terms and conditions of the Agreement, you should not use the Website, the EasyCrypto Platform or any of our services.
- 1.5 You must ensure that you understand the terms and conditions of this Agreement and the nature of our service before you begin to Trade.

2. Definitions and Interpretation

2.1. In this Agreement, unless the context requires otherwise:

- 2.1.1. **“Affiliate”** means any member of the Purple Group Limited group of companies, including without limitation, any subsidiary (whether direct or indirect), holding company or fellow subsidiary of any holding company of EasyEquities.
- 2.1.2. **“Agreement”** means this client agreement as defined in clause 1.1.
- 2.1.3. **“Application Form”** means the online account opening form found on the EasyCrypto Platform and/or Website that you are required to complete for the purpose of applying to become a client of EasyEquities.
- 2.1.4. **“Applicable Law”** means in relation to the Parties and the provisions of this Agreement, any law, regulation, rule, official directive, request or guideline of any government entity or any regulatory requirement, judgment, order or determination, codes of practice published by the regulatory bodies having jurisdiction over the Parties (in South Africa or any other country) and the provisions of this Agreement, including legislation which may be subordinate, derivative or otherwise.
- 2.1.5. **“Authorised User”** means each natural person identified in the Application Form who is duly authorised to Trade on the Corporate Body’s EasyCrypto Account.
- 2.1.6. **“Bundle”** means a weighted combination of Crypto Assets, held together in a single group, with each Crypto Asset making up different proportions of the total value of the Bundle of Crypto Assets, as designated and managed by EasyEquities in accordance with this Agreement and the Bundle Methodologies.
- 2.1.7. **“Bundle Methodologies”** means the document setting out the methodologies used by EasyEquities for the calculation and composition of each Bundle offered on the EasyCrypto Platform.
- 2.1.8. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in South Africa.
- 2.1.9. **“CISCA”** means the Collective Investment Schemes Control Act, 2002 as amended from time to time.

- 2.1.10. **“Client or you”** means you, the person identified in the Application Form and signing this Agreement, and in the context of Corporate Bodies, “Client” or “you” means the Corporate Body acting through its Authorised User.
- 2.1.11. **“Corporate Body”** means any juristic person including, without limiting the generality of the foregoing, any company, close corporation, firm, trust, government, state, agency or organ of state, society, association, or partnership (whether or not having separate legal personality) acting through its Authorised User.
- 2.1.12. **“Crypto Asset”** means a crypto asset, for example, Bitcoin, Ripple, and Ethereum, that may be purchased or sold via the EasyCrypto Platform from time to time, including as the context requires, a Bundle.
- 2.1.13. **“EasyCrypto Account”** means your account with EasyCrypto (with its corresponding account number) opened in terms of this Agreement for your Trading with EasyEquities.
- 2.1.14. **“EasyCrypto Platform”** means the EasyCrypto online platform, accessed via our Website or by any other electronic means or devices, using your personal user name and password.
- 2.1.15. **EasyEquities ZAR and TFSA Terms and Conditions** means the client agreement, including all the annexures to the agreement, which you entered into with EasyEquities when you opened an Account with EasyEquities, which agreement is available on the website.
- 2.1.16. **“External Account”** means an external account as defined in terms of clause 8.2.
- 2.1.17. **“FAIS”** means the Financial Advisory and Intermediary Services Act, 2002 as amended from time to time.
- 2.1.17 **“Fee Schedule”** means the list of costs which apply to your EasyCrypto Account as published on the Website or otherwise communicated to you in terms of this Agreement that can include, but are not limited to, costs in relation to Trading fees, deposit and withdrawal fees and administration and custody fees. In accordance with the legal or other payment demands of the South African Revenue Service from time to time, certain costs listed on the Fee Schedule may be subject to value added tax (“VAT”), and you agree that the decision to charge you such VAT charges is solely the right of EasyEquities. VAT can be charged retrospectively, i.e. where we need to backdate the VAT charges.

- 2.1.18 **"FSCA"** means the South African Financial Sector Conduct Authority, established in terms of the Financial Sector Regulation Act, 2017.
- 2.1.19 **"FSP"** means a "financial services provider" as defined in FAIS.
- 2.1.20 **"FWT Nominees"** means First World Trader Nominees (RF) (Pty) Ltd, a ring fenced, private, limited liability company with registration number 2013/091397/07, registered in accordance with the company laws of South Africa.
- 2.1.21 **"Order"** means a conditional instruction given by you to EasyEquities through the EasyCrypto Platform to either buy or sell a certain Rand amount of Crypto Assets or a certain number of Crypto Assets. The term "Order" includes an Order to purchase or sell a Bundle.
- 2.1.22 **"Parties"** means EasyEquities and the Client and "Party" means, as the context requires, any one of them.
- 2.1.23 **"Rand or ZAR"** means the South African Rand.
- 2.1.24 **"Trade or Trading"** means any transaction confirmed by EasyEquities for the purchase or sale of Crypto Assets, including any Trade or Trading in respect of a Bundle.
- 2.1.25 **"Website"** means www.easycrypto.co.za or any other URL owned or controlled by EasyEquities or its Affiliates that connects the public with EasyEquities.
- 2.2. This definitions clause is not exhaustive and you will find other terms defined elsewhere in this Agreement.
- 2.3. If any provision in a definition confers rights, or imposes obligations on you or us, effect is given to it as a substantive provision of this Agreement.
- 2.4. Any capitalised term used but not defined in any annexure will, unless the context shows otherwise, have the same meaning as in this Agreement.
- 2.5. Any reference in this Agreement to a person means any natural person or Corporate Body.
3. Our services
- 3.1. The EasyCrypto Platform is a secure online platform which provides you with a simple and convenient way to buy and sell single Crypto Assets or a Bundle.

- 3.2. The range of services available to you on the EasyCrypto Platform may differ depending on your jurisdiction. EasyEquities may not make the EasyCrypto Platform available in markets and jurisdictions if use therein is legally or otherwise restricted or prohibited.
 - 3.3. We execute Trades on your behalf in accordance with your Orders and instructions submitted through the EasyCrypto Platform. As an execution-only client, we owe you no duty in respect of the suitability of your Trading with us or to provide any information relating to your intended or actual Trades. As an execution-only client you will not be provided with investment advice although we may provide you with factual market information. **You agree and acknowledge that you will rely solely upon your own judgment in all aspects of your Trading with us and that all Trades are made at your own risk. This means that you will have no claim against us.**
4. Regulated product and service
 - 4.1. The FSCA has declared Crypto Assets as a “financial product” under FAIS effective from 19 October 2022. This means that the EasyCrypto Platform and the buying and selling of Crypto Assets, including Bundles, are regulated in accordance with FAIS.
5. Risk disclosure
 - 5.1. **You acknowledge and agree that you shall access and use our services and the EasyCrypto Platform at your own risk. All information provided on the EasyCrypto Platform is factual and not tailored to the needs of any person, entity or group of persons. EasyEquities does not express an opinion on the future or expected value of any Crypto Asset and/or Bundle.**
 - 5.2. **The prices of Crypto Assets are highly volatile and the risk of loss in trading Crypto Assets can be substantial. You should, therefore, carefully consider whether such Trading is suitable for you in light of your circumstances and financial resources. You should not invest more than you are prepared to lose. Investment returns are not guaranteed and past performance is not an indication of future performance.**
 - 5.3. **You acknowledge that all investment decisions are made solely by you. In addition, any information relating to particular Crypto Assets and/or Bundles available on the EasyCrypto Platform, whether provided by us or by a third party, will not constitute a recommendation from us regarding a particular Crypto Asset, Bundle, transaction, or investment or service. This means that you make your own choices about investment decisions and EasyEquities, its Affiliates, its licensors, and their respective employees, contractors, agents, suppliers and vendors who shall have no liability or responsibility whatsoever for any injury, damages or loss**

- whether direct or indirect, consequential, incidental, punitive or otherwise, arising in connection with your use of the EasyCrypto Platform and/or your Trading in Crypto Assets and/or Bundles via the EasyCrypto Platform.

- 5.4. You acknowledge that there are risks associated with utilising an internet-based trading system including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge and agree that EasyEquities shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when Trading via the EasyCrypto Platform, however caused.
- 5.5. It is your responsibility to observe all applicable legal requirements and tax consequences within your country of citizenship, residence, domicile, and place of business with respect to the acquisition, holding or disposal of the Crypto Assets and/or Bundles, and any foreign exchange restrictions that may be relevant thereto. You should consult with your own attorney, accountant and other advisors about those matters including determining whether you may legally Trade Crypto Assets and/or Bundles on the EasyCrypto Platform.

6. Warranties and undertakings

- 6.1. **When you submit your Application Form to us and each time you place an Order to Trade, you represent and warrant to us that as the Client:**
- 6.1.1. **you enter into the Agreement and Trade with us as principal, in your own name, on your own behalf only for yourself and not on behalf of a third party as that party's agent or representative, unless you are an Authorised User;**
 - 6.1.2. **you are fully authorised and legally entitled to enter into the Agreement, to conduct Trading with us and to perform your obligations under the Agreement. It is your responsibility to determine whether or not you are legally entitled to access EasyEquities's products and services;**
 - 6.1.3. **you will not use our name or any of our trademarks in any way without our prior written consent;**
 - 6.1.4. **you are of legal age in the country in which you reside and have contractual capacity to enter into and perform your obligations under this Agreement;**
 - 6.1.5. **you are legally permitted to buy, sell and/or hold Crypto Assets in your relevant jurisdiction;**

- 6.1.6. **you will comply with your obligations under Applicable Law in respect of Crypto Assets;**
- 6.1.7. **you are not prevented by any Applicable Law from Trading on the EasyCrypto Platform;**
- 6.1.8. **you will use the services offered in this Agreement, in good faith and will not perform any act, whether intentionally or negligently, to defraud or cause any direct or indirect loss, harm or damage to EasyEquities and/or any of clients and/or any of its Affiliates;**
- 6.1.9. **you will not use any electronic device, software, or any trading strategy that seeks to manipulate the manner in which we construct and/or provide our buy or sell prices;**
- 6.1.10. **you will not use our services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our services, or that could damage, disable, overburden or impair the functioning of our services or the EasyCrypto Platform in any manner;**
- 6.1.11. **you will not use our services to pay for, support or otherwise engage in any fraud; money-laundering; or terrorist activities; or other illegal activities;**
- 6.1.12. **you will not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our services or to extract data from our Website or the EasyCrypto Platform;**
- 6.1.13. **you will not use or attempt to use another user's account with us;**
- 6.1.14. **you will not attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our services including the EasyCrypto Platform that you are not authorised to access;**
- 6.1.15. **you will not develop any third-party applications that interact with the EasyCrypto Platform without our prior written consent;**
- 6.1.16. **provide false, inaccurate, or misleading information to us; and**
- 6.1.17. **all information given by you in connection with the services provided in terms of the Agreement is true and correct, and EasyEquities may rely on the truthfulness and correctness of that provided information.**

- 6.2. You further represent and warrant that you have not previously been suspended or removed from using any of EasyEquities or its Affiliates services.
- 6.3. In addition to this clause 6.1 and 6.2, if you are a Corporate Body, you represent and warrant to us that:
- 6.3.1. you are duly incorporated, registered and validly existing under the laws of South Africa or your relevant jurisdiction;
 - 6.3.2. the Authorised User has the authority to open an EasyCrypto Account and execute Trades on the Corporate Body's behalf;
 - 6.3.3. you have the power and authority to enter into, sign and execute this Agreement and to perform your duties and obligations under this Agreement; and
 - 6.3.4. the performance of this Agreement does not violate any Applicable Law or any agreement to which the Corporate Body is a party or which is binding on the Corporate Body or its assets.
- 6.4. You are responsible to ensure that each of the warranties set out above are complied with at all times because we will rely on the warranties and if at any time you are in breach of any warranty, you will be liable to us for any loss or damage which we suffer. We will be entitled, in our absolute discretion and for as long as the breach is not remedied, to close any Trade you have open at the market price prevailing at the time of closure, and close or suspend your EasyCrypto Account.
- 6.5. You undertake that, throughout the duration of this Agreement, you will, as quickly as you reasonably can, (i) inform us and (ii) confirm the information in writing if:
- 6.5.1. you have reason to expect that there will be a change in your financial position and that the expected change may, if it came to our attention, affect our decision as to whether or not to operate your EasyCrypto Account; or
 - 6.5.2. there has been an actual change in your financial position, and the change may, if it came to our attention, affect our decision as to whether or not to operate your EasyCrypto Account; or
 - 6.5.3. there is any change of your contact or any other details as set out in the Application Form.

- 6.6. **We do not give any express or implied warranty regarding the EasyCrypto Platform, Website, email service, or any other aspect of our service. In particular, we do not warrant:**
- 6.6.1. **the correctness, accuracy, timeliness, reliability, or completeness of any information which we receive from third party data providers that you may obtain through the EasyCrypto Platform. We will publish the information received directly from our third party data providers on the Website, but we cannot guarantee the accuracy of the information which they provide to us;**
 - 6.6.2. **the continued availability or uninterrupted access to the EasyCrypto Platform and/or any of the functions of the EasyCrypto Platform; or**
 - 6.6.3. **that the EasyCrypto Platform will be free of viruses, bugs, trojans or any other harmful coding.**

7. EasyCrypto Account

- 7.1. Before you can Trade Crypto Assets on the EasyCrypto Platform, you are required to complete an Application Form and agree to the terms and conditions set out in this Agreement.
- 7.2. EasyEquities has established stringent know-your-client (“**KYC**”) policies and procedures to take steps toward the prevention of money laundering and terrorist financing in line with the provisions of the Financial Intelligence Centre Act, 2001. Therefore, before we open a EasyCrypto Account for you, we will, among other things, establish and verify your identity, confirm your source of income and the source of funds which you will be using to fund your EasyCrypto Account and conduct all other checks which we deem necessary for KYC purposes. We will request such information as we consider necessary in order to confirm and verify the information which you provide to us.
- 7.3. All applications to open a EasyCrypto Account are subject to requests for further information and final approval by our compliance department.
- 7.4. **By opening an EasyCrypto Account or continuing to Trade with us, you agree to comply with all of our KYC rules and requests for information.**
- 7.5. **You acknowledge that EasyEquities:**

- 7.5.1. **may decline an application to open a EasyCrypto Account in our sole and absolute discretion and need not give reasons for our decision; and**
 - 7.5.2. **does not have to grant equal terms to each customer.**
- 7.6. EasyEquities may, in its sole discretion, limit the number of EasyCrypto Accounts that you may hold.
- 7.7. When you create a EasyCrypto Account, you agree to:
- 7.7.1. create a strong password that you do not use for any other website or online service;
 - 7.7.2. maintain and promptly update your EasyCrypto Account information;
 - 7.7.3. maintain the security of your EasyCrypto Account by protecting your password and restricting access to your EasyCrypto Account;
 - 7.7.4. promptly notify us if you discover or otherwise suspect any security breaches related to your EasyCrypto Account; and
 - 7.7.5. take responsibility for all activities that occur under your EasyCrypto Account and accept all risks of any authorised or unauthorised access to your EasyCrypto Account, to the maximum extent permitted by law.
- 7.8. You will change your EasyCrypto Account details immediately when you become aware of or suspect any security breaches related to your EasyCrypto Account.
- 7.9. **If someone uses your EasyCrypto Account details (irrespective of whether or not that person is doing so with your permission) you will be solely responsible for all Orders transmitted using the EasyCrypto Platform, or the use of any information or services obtained or used through the EasyCrypto Platform.** The sole exception to your liability in this instance is where you can prove that the person using your EasyCrypto Account details got them from us as a result of our negligence.
- 7.10. The Corporate Body is liable for all Trades by its Authorised Users. **The Corporate Body hereby indemnifies EasyEquities and all Affiliates and will hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from any breach by your Authorised Users of this Agreement or any Applicable Law. This means that if you or your Authorised Users do not comply with the terms of this Agreement or any**

Applicable Laws, you will have to pay for any of the above losses and expenses caused to EasyEquities, its Affiliates, or any third party because of your breach.

- 7.11. We may suspend your use of the EasyCrypto Platform if:
- 7.11.1. we have reasonable grounds to suspect that the confidentiality of your EasyCrypto Account details has been compromised or breached; or
 - 7.11.2. you tell us that you know or suspect that your EasyCrypto Account details may be known by, or used by, an unauthorised person.
- 7.12. In addition to all of your other obligations in terms of this Agreement, your EasyCrypto Account is at all times subject to review by our compliance department which, in its discretion, may ask you for additional documents or other information. Your failure to provide documentation and information requested within a stipulated time may, at the election of our compliance department, result in your EasyCrypto Account being suspended or closed immediately. Such suspension or closing may be permanent or until any and all issues are resolved to the satisfaction of our compliance department.
8. Funding your EasyCrypto Account and withdrawals
- 8.1. All EasyCrypto Accounts are “cash” accounts. This means that all Trades must be paid for with money which is cleared and standing to the credit of your EasyCrypto Account.
 - 8.2. In order to Trade via the EasyCrypto Platform, you must fund your EasyCrypto Account from your South African bank account (“**External Account**”) via an electronic funds transfer (“**EFT**”). Please refer to the Fee Schedule for minimum deposit amounts and associated fees.
 - 8.3. You may be required to verify that you control the External Account that you use to fund your EasyCrypto Account. You may be charged fees by the provider of the External Account you use to fund your EasyCrypto Account. **EasyEquities is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account.** The timing associated with transferring funds into your EasyCrypto Account will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and EasyEquities makes no guarantee regarding the amount of time it may take to transfer funds into your EasyCrypto Account.
 - 8.4. **You acknowledge and agree that EasyEquities is under no obligation to pay interest on any funds held on your behalf in your EasyCrypto Account.**

- 8.5. EasyEquities only accepts ZAR as funding and withdrawal currency. Deposits and withdrawals in Crypto Assets are not allowed (subject to the exception in clause 9.6 below).
- 8.6. Should you wish to withdraw your funds, you will be required to sell your Crypto Assets or Bundle(s), the proceeds of which will be credited to your EasyCrypto Account in Rands. You may then withdraw the Rands standing to the credit of your EasyCrypto Account to your External Account.
- 8.7. We do not permit the transmission of Crypto Assets from one Client to another Client.
- 8.8. We may permit you to purchase and/or sell Crypto Assets directly from or to us.

9. Bundles

- 9.1. We may give you the option, in our sole discretion, to place a buy Order for a Bundle in accordance with the terms and conditions of this Agreement. Each Bundle is constituted and weighted in accordance with the Bundle Methodologies.
- 9.2. Instead of placing separate buy Orders for each underlying Crypto Asset, you may place a single buy Order for a Bundle and you will be issued with the Crypto Assets listed in the Bundle in accordance with the Rand value of the Order which you place in respect of the Bundle. Each Bundle allows you to take direct ownership of the underlying Crypto Assets within the Bundle.
- 9.3. A Bundle should not be misconstrued as an exchange traded fund or collective investment scheme as contemplated in Cisca, a mutual fund, exchange traded note or any similar fund structure.
- 9.4. When you first place an order for a Bundle, you authorise EasyEquities to manage, with full discretion, the constituents and weightings of the Bundle according to the Bundle Methodologies. **EasyEquities does not guarantee that the methods, including technology and algorithms, used by it will at all times accurately achieve its investment objectives.** Clients can expect tracking errors caused by fees and time delays. Each Bundle will be re-balanced periodically instead of in real-time.
- 9.5. **The Crypto Assets listed in a Bundle are not chosen based on current or perceived future value and EasyEquities does not give any express or implied warranty as to the future performance of any Bundle and/or the Crypto Assets listed therein. The Crypto Assets listed in a Bundle may gain or lose substantial amounts of value from time to time and there is always the risk that the Crypto Assets in a Bundle and the Bundle itself could lose all of its value.**

- 9.6. If you wish take control of the underlying Crypto Assets in a Bundle which you own, the value of your investment in the Bundle must be at least R1,000,000.00 (one million Rand). EasyEquities will then transfer to you, the underlying Crypto Assets in proportion to your investment value to your designated Crypto Asset wallet address, which must be in your name and made available to EasyEquities in writing and authorised by signing a transfer request form which will be made available on request by sending an email to admin@easycrypto.co.za.

10. Orders and Trades

- 10.1. **Authorisation:** When you submit an Order via the EasyCrypto Platform, you authorise EasyEquities to execute your transaction in accordance with such Order on a spot basis and charge you any applicable fees in accordance with clause 11 below.
- 10.2. **Trade confirmation:** Once your Trade has been executed, a confirmation will be electronically made available via the EasyCrypto Platform detailing the particulars of the Trade. **You acknowledge and agree that the failure of EasyEquities or the EasyCrypto Platform to provide such confirmation shall not prejudice or invalidate the terms of such Trade.**
- 10.3. **Market rates:** EasyEquities will attempt, on a commercially reasonable basis, to execute your Trade on or close to the prevailing market exchange rate, as displayed via the EasyCrypto Platform. **You acknowledge and agree that the exchange rate information made available via the EasyCrypto Platform may differ from prevailing exchange rates made available via other sources outside of the EasyCrypto Platform.**
- 10.4. **Market volatility:** Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Crypto Assets, the actual market rate at which an Order or Trade is executed may be different from the prevailing rate indicated via the EasyCrypto Platform at the time of your Order or Trade. **You acknowledge and agree that we are not liable for any such price fluctuations.**
- 10.5. **Trade settlement:** Subject to the terms and conditions in this Agreement, we will use commercially reasonable efforts to settle Trades on a spot basis within two (2) Business Days of the date from which you placed an Order. Any such difference between the price displayed on the EasyCrypto Platform at the moment of execution and the accurate real time price at execution, will be added or subtracted from your EasyCrypto Account balance accordingly.
- 10.6. **Conditions and Restrictions:** We may, at any time and in our sole discretion, refuse to execute an Order submitted via the EasyCrypto Platform, impose limits on the Order amount permitted via the EasyCrypto Platform, or impose any other conditions or restrictions upon your use of the EasyCrypto Platform, without prior notice. For

example, we may limit the number of Orders that you may submit via the EasyCrypto Platform, or we may restrict Trading from certain locations.

- 10.7. **Cancellations:** EasyEquities may, in its sole discretion, allow you to cancel an Order, if such cancellation occurs before EasyEquities executes the Order. Once your Order has been executed, you may not change, withdraw, or cancel your authorisation for EasyEquities to complete such Trade. We reserve the right to refuse any cancellation request associated with an Order once you have submitted such an Order. While we may, at our sole discretion, reverse a Trade under certain extraordinary conditions, however, you do not have a right to a reversal of a Trade.
- 10.8. **Insufficient funds:** If you have an insufficient amount of funds in your EasyCrypto Account to complete an Order, we may cancel the entire Order or may fulfil a partial Order using the amount of funds currently available in your EasyCrypto Account, less any fees owed to EasyEquities in connection with our execution of the Trade.
- 10.9. **Taxes:** It is your responsibility to determine what, if any, taxes apply to the Trades you complete via the EasyCrypto Platform, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. **You agree that EasyEquities is not responsible for determining whether taxes apply to your Trades or for collecting, reporting, withholding, or remitting any taxes arising from any Trades.**
- 10.10. In the event of a market disruption or force majeure event (as defined in clause 27), EasyEquities may do one or more of the following:
- 10.10.1. suspend access to the EasyCrypto Platform; or
 - 10.10.2. prevent you from completing any actions via the EasyCrypto Platform, including closing any open Trades or submitting new Orders.
- 10.11. Following any such event as contemplated in clause 10.10, when Trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

11. Fees

- 11.1. **Amount of fees:** The fees listed in the Fee Schedule will be levied against your EasyCrypto Account. You agree to pay the fees listed in the Fee Schedule for the use of our services. Additional charges may be charged and payable by you from time to time to make provision for any new fees, including without limiting the generality of the foregoing, any administration fees, commissions, taxes, costs, charges or any other funding costs which EasyEquities may become subject to or which may be associated with the performance by EasyEquities of its obligations under this Agreement. New or

additional charges will be charged by EasyEquities in its sole and absolute discretion from time to time.

11.2. **Changes to fees:** EasyEquities may amend the fees payable on your EasyCrypto Account and the EasyCrypto Platform, and may introduce new charges payable on your EasyCrypto Account and the EasyCrypto Platform, where necessary and from time to time. Details of any changes to the applicable charges will be posted on the Website. **You acknowledge that by continuing to have a EasyCrypto Account with us, any Trades or activities will be subject to the new or amended charges and you agree to be bound by any new or amended charges.**

11.3. **Payment of fees:** You authorise us, or our designated payment processor, to charge or deduct from your EasyCrypto Account any applicable fees owed in connection with Trades and other activities you complete via the EasyCrypto Platform. Fees may be debited to your EasyCrypto Account in real time on a per transaction basis, or retrospectively.

12. Ownership and custody

12.1. When you buy Crypto Assets, you become the beneficial (true) owner of those Crypto Assets. You authorise EasyEquities to appoint FWT Nominees to hold your Crypto Assets in safe custody on your behalf in accordance with industry standards.

12.2. EasyEquities shall ensure that you are reflected as the beneficial owner of your Crypto Assets in its books of account and the asset register held with FWT Nominees within five (5) Business Days of the date of your trade.

13. Electronic notices

13.1. **Consent to electronic delivery:** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "**Communications**") that EasyEquities provides in connection with your EasyCrypto Account and/or use of the EasyEquities services and EasyCrypto Platform. You agree that EasyEquities may provide these Communications to you by posting them via the EasyCrypto Platform, by emailing them to you at the email address you provide. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support to request additional electronic copies of Communications.

13.2. **Hardware and software requirements:** In order to access and retain electronic Communications, you will need a computer with an internet connection that has a current web browser with cookies enabled and a 128-bit encryption. You will also need

to have a valid email address on file with EasyEquities and have sufficient storage space to save past Communications or an installed printer to print them.

- 13.3. **Withdrawal of consent:** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support. If you decline or withdraw consent to receive electronic Communications, EasyEquities may suspend or terminate your EasyCrypto Account.
- 13.4. **Updating contact information:** It is your responsibility to keep your email address on file with EasyEquities up to date so that EasyEquities can communicate with you electronically. You understand and agree that if EasyEquities sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, EasyEquities will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add EasyEquities to your email address book so that you will be able to receive the Communications we send to you. You can update your email address at any time by logging into your EasyCrypto Account or by sending such information to support. If your email address becomes invalid such that electronic communications sent to you by EasyEquities are returned, EasyEquities may deem your account to be inactive, and you may not be able to complete any transaction via our services until we receive a valid, working email address from you.

14. Termination

You or EasyEquities may close your EasyCrypto Account at any time. If your EasyCrypto Account is closed, you are still responsible for all debts or obligations you owe to EasyEquities and in respect of any previous or pending Trades.

15. Service of legal process

- 15.1. EasyEquities chooses the physical address as listed on its Website as the address at which legal process and other documents in legal proceedings in connection with this Agreement may be served (*domicilium citandi et executandi*).
- 15.2. You choose the physical address as set out in your Application Form as the address at which legal process and other documents in legal proceedings in connection with this Agreement may be served (*domicilium citandi et executandi*).

16. Discontinuance of services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our services or the EasyCrypto Platform.

17. Security interest

17.1. The assets in your EasyCrypto Account and all rights that you may have to claim against EasyEquities will be subject to a first, perfected, and prior lien, security interest, and right of set-off and these rights are ceded in security by you in favour of EasyEquities as security for the payment in full of any amounts owing, any indebtedness or any other obligation you may owe to EasyEquities whether in terms of this Agreement or for any other reason.

17.2. The assets in your EasyCrypto Account will be held by EasyEquities as security for payment of any liability you may have towards us. You agree to pay any debt owed to EasyEquities and pay any debit balances in your EasyCrypto Account on demand. If payment is not made within seven (7) days of demand, EasyEquities may sell some or all of your Crypto Assets, without prior notice, to pay for any liability. EasyEquities **will not be liable for any losses that arise out of or relate to any such actions, including tax consequences you may face as a result of such actions. In the event EasyEquities sells assets to satisfy a debt, EasyEquities reserves the right to restrict or close your EasyCrypto Account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit agencies.**

18. Protection of personal information

18.1. In order for you to sign up for and use the EasyCrypto Platform, you will need to provide EasyEquities with information, including personal information and special personal information, that we will need to process.

18.2. You must make sure that the information that you provide to us is accurate and you must notify us of any changes to the information.

18.3. You should familiarise yourself with what the terms "process", "personal information" and "special personal information" mean, as these terms are set out in the Protection of Personal Information Act 4 of 2013 ("**POPI**"). You should further be aware that the processing includes (but is not limited to) collection, retention, use, storage or distribution of your personal information, as well as using your personal information to open accounts in your name.

- 18.4. You hereby give permission to EasyEquities:
- 18.4.1. to process your personal information and special personal information for the purposes of opening your EasyCrypto Account and provided with you the services available on the EasyCrypto Platform;
 - 18.4.2. to share your personal information with or obtained from companies falling in the same group of companies as EasyEquities, external business partners who provide a service to EasyEquities in order for EasyEquities to perform under this Agreement, successors in title of EasyEquities, as well as other third parties who may have a justifiable interest in obtaining your personal information, such as a professional body or regulator with authority over you or EasyEquities;
 - 18.4.3. to send you updates and information in regard to our business and our services. This information may contain system and service reports. It may also include marketing information. If you receive any marketing information from us, you will have the option to “opt out” of receiving this type of information.
- 18.5. Please refer to our Privacy Policy (<https://www.easycrypto.co.za/privacy-policy>) for further information about how we collect, use and share your personal information.
19. Intellectual property rights
- 19.1. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our Website or provided in connection with the services, including, without limitation, the EasyCrypto Platform or EasyEquities logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**EasyEquities materials**") are the proprietary property of EasyEquities or our licensors or suppliers and are protected by international copyright laws and other intellectual property rights laws.
 - 19.2. We hereby grant you a limited, non-exclusive, and non-sublicensable license to access and use the EasyEquities Materials for your personal or internal business use. Such license is subject to this Agreement and does not permit (a) any resale of the EasyEquities Materials; (b) the distribution, public performance or public display of any EasyEquities Materials; (c) modifying or otherwise making any derivative uses of the EasyEquities Materials, or any portion thereof; or (d) any use of the EasyEquities Materials other than for their intended purposes. The license granted under this clause 19 will automatically terminate if we suspend or terminate your access to the services.

20. Unclaimed property

If for any reason EasyEquities is holding funds in your EasyCrypto Account on your behalf and EasyEquities is unable to return your funds to your designated External Account after a period of inactivity, then EasyEquities may report and remit such funds in accordance with applicable national unclaimed property laws.

21. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, and ideas or other information or materials regarding EasyEquities, the EasyCrypto Platform or our services that you provide, whether by email, posting through our Services or otherwise ("**Feedback**"). Any Feedback you submit is non-confidential and shall become the sole property of EasyEquities. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in this section.

22. Third-Party content

In using our services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links ("**third-party content**"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for third-party content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of third-party content, and your interactions with third parties, is at your own risk.

23. Disclaimer of warranties

Except as expressly provided to the contrary in a writing by us and to the extent permissible by Applicable Law, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and you waive, all warranties of any kind,

whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein.

24. Limitation of liability

Except as otherwise required in terms of Applicable Law, in no event shall EasyEquities, its Affiliates, directors, members, employees or agents be liable for any losses arising out of or in any way connected with the use of or inability to use our services or the EasyCrypto Platform, including without limitation any damages caused by or resulting from reliance by any Client on any information obtained from EasyEquities, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorised access to EasyEquities 's records, programs or services.

25. Indemnity

You agree to defend, indemnify and hold harmless EasyEquities (and each of our officers, directors, members, employees, agents and Affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our services and/or the EasyCrypto Platform; (b) any Feedback you provide; (c) your breach of this Agreement; or (d) your breach of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

26. Breach

26.1. Should either Party ("**Defaulting Party**") breach (fail to comply with) any of the provisions of this Agreement, then the other Party ("**Aggrieved Party**") may give the Defaulting Party seven (7) Business Days written notice or such longer period of time as the Aggrieved Party may specify in the notice, to comply or correct the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:

26.1.1. claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance under the Agreement; or

- 26.1.2. cancel this Agreement upon written notice to the Defaulting Party where the breach constitutes a material breach (a material breach is one that defeats the purpose of the Agreement),

in either event without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under this Agreement or in law.

- 26.2. Without detracting from the provisions of clause 26.1, the Aggrieved Party may cancel this Agreement at any time by giving to the Defaulting Party notice of the cancellation if:

- 26.2.1. the Defaulting Party commits a material breach of this Agreement which cannot be corrected;

- 26.2.2. the Defaulting Party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration, winding-up, judicial management, business rescue or the equivalent of any of these in any country;

- 26.2.3. a judgment against the Defaulting Party which cannot be appealed; or

- 26.2.4. the Defaulting Party makes or offers to make a general assignment or any arrangement or composition with or for the benefit of its creditors generally (or any class of its creditors) for releasing it wholly or partially from its debts.

- 26.3. Any cancellation of this Agreement by the Aggrieved Party will be effective once a cancellation notice has been received by the Defaulting Party (in the case of a material breach) or the date of the breach (in circumstances mentioned in clauses 26.2.2, 26.2.3 or 26.2.4).

- 26.4. Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the terms and conditions of this Agreement by the other Party arising before the Agreement was cancelled.

27. Force majeure

- 27.1. Delay or failure to comply with or breach of any of the terms and conditions of this Agreement by either Party if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, strikes, lock-outs or other labour disputes, blockade, embargo, sanctions, epidemics, pandemics, act of any government or other

- authority, compliance with law, regulations or demands of any government or governmental agency, limitations imposed by exchange control or foreign investment or other similar regulations or any other circumstances of like or different nature beyond the reasonable control of the Party so failing, will not be deemed to be a breach of this Agreement nor will it subject either Party to any liability to the other.
- 27.2. Should either Party be prevented from carrying out any contractual obligation by any circumstance described above, such obligation will be postponed provided the Party suffering such circumstance notifies the other Party to this Agreement within seven (7) calendar days of becoming aware thereof.
- 27.3. Should such force majeure circumstance last continuously for a period of thirty (30) calendar days, either Party will be entitled to terminate the Agreement forthwith on written notice.
28. Dispute resolution
- 28.1. Please read the following paragraph carefully because it requires you to arbitrate disputes with us and it limits the manner in which you can seek relief.
- 28.2. You and EasyEquities agree to arbitrate any dispute arising from this Agreement or your use of the EasyCrypto Platform, except for disputes in which either Party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.
- 28.3. Arbitration prevents you from suing in court. You and EasyEquities agree to notify each other in writing of any dispute within thirty (30) calendar days of when it arises. Notice to EasyEquities shall be sent to admin@easycrypto.co.za.
- 28.4. You and EasyEquities further agree: (a) to attempt informal resolution by negotiation for a period of fourteen (14) Business Days prior to any demand for arbitration; (b) that any arbitration will occur in accordance with the rules of the Arbitration Foundation of South Africa and held in Cape Town, South Africa; and (c) that arbitration will be conducted confidentially.
- 28.5. The decision of the arbitrator shall be final and binding on the Parties to the arbitration from the date of the arbitrator's ruling. A decision, which becomes final and binding in terms of this clause, may be made an order of Court at the instance of any Party to the arbitration.
- 28.6. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

- 28.7. This clause 28 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 28.8. The Parties agree that the written demand by a Party to the dispute in terms of this clause 28 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969.
29. General
- 29.1. **Entire agreement:** This Agreement is the whole agreement between the Parties.
- 29.2. **Amendment:** EasyEquities reserves the right to vary this Agreement any time for any reason without prior notice to you. This means that you must ensure that you review this Agreement periodically for changes. The amended Agreement will be effective immediately upon publication on the Website. You acknowledge that by continuing to have a EasyCrypto Account with us, using our services and/or accessing our Website after the amended Agreement has been published on the Website, you agree to be bound by the terms and conditions of the new Agreement.
- 29.3. **Waiver:** No indulgence by a Party to another Party, or failure to enforce the terms of this Agreement, will be interpreted as a waiver or be capable of founding an estoppel (estoppel is a legal principle which allows a court to stop a litigant from taking an action which he/she would otherwise be able to take).
- 29.4. **Severability:** If a term of this Agreement is illegal or unenforceable, that particular term may be cancelled and the remaining terms of the Agreement will still operate.
- 29.5. **Applicable law:** This Agreement is governed by South African law. The Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in regard to all matters arising from this Agreement.
- 29.6. **Assignment:** You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from EasyEquities, including by operation of law or in connection with any change of control. EasyEquities may assign or transfer any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval.
- 29.7. **Headings:** Headings of sections are for convenience only and shall not be used to limit or construe such sections.