

AI TOOLS TERMS AND CONDITIONS

(to be read with the EasyEquities Terms and Conditions)

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Contents

1. INTRODUCTION	3
2. DEFINITIONS AND INTERPRETATION	3
3. PURPOSE, NATURE AND USE OF THE AI TOOLS	4
4. ACCEPTABLE USE OF THE AI TOOLS	4
5. IDENTITY VERIFICATION AND FRAUD PROTECTION	6
6. COMPLAINTS	6
7. USE OF PERSONAL AND PROFILE DATA	6
8. ACCURACY, LIMITATIONS, AND NO GUARANTEE	7
9. BETA RELEASES	7
10. INTELLECTUAL PROPERTY	7
11. LIMITATION OF LIABILITY	8
12. SECURITY AND DATA PROTECTION	9
13. SUSPENSION OR TERMINATION OF ACCESS	9
14. UPDATES AND IMPROVEMENTS	9
15. FURTHER ASSURANCES	9
16. GOVERNING LAW AND JURISDICTION	10
17. CONTACT AND SUPPORT INFORMATION	10

1. INTRODUCTION

- 1.1 These Terms and Conditions (“**AI Terms**”) set out how you may use the artificial intelligence (“**AI**”) tools, products, services or features which First World Trader Proprietary Limited (“**FWT**” or “**we**” or “**us**” or “**our**”), or any of its affiliated companies (including its subsidiaries, its holding company and subsidiaries of its holding company) (any reference to FWT, we or us must be construed as a reference to the applicable affiliated company where applicable and as the context requires) may make available to you (“**AI Tools**”). These AI Terms form part of, and must be read together with, the applicable platform terms and conditions and privacy notice.
- 1.2 The AI Tools are not licensed or approved financial advice products under FAIS and are provided solely for your **convenience, research and educational purposes**.
- 1.3 The AI Tools are **not a financial, legal, or tax advisory service**, and no information they provide should be relied on as investment advice, recommendation, or opinion. **You remain responsible for your own investment decisions** and should seek independent financial advice when needed.
- 1.4 By accessing and using any AI Tool **you confirm that:**
- (1) **you agree to these AI Terms. If you do not agree with these AI Terms, please do not use the AI Tools.**
 - (2) **you are the authorised user of your account.**
 - (3) **you are using the AI Tool for your own personal and lawful purposes.**
- 1.5 We may refuse, suspend, or end your access to any AI Tool if we reasonably believe that you have breached these AI Terms or misused the AI Tools.

2. DEFINITIONS AND INTERPRETATION

2.1 In these AI Terms, unless the context requires otherwise:

- (1) **AI Agent:** means an AI Tool made available through Messaging Platforms (including WhatsApp) or Telephonic AI Channels that simulates human interaction to respond to client queries or provide service-related assistance.
- (2) **AI System:** means a machine-based system designed to operate with varying levels of autonomy that may, for explicit or implicit objectives, infer, from the Input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- (3) **AI Tools:** means any digital product, service, or feature made available by FWT that uses an AI System to generate responses or insights based on user Inputs.
- (4) **Input:** means the data, prompts, questions, or other information you provide to an AI Tool.
- (5) **Messaging Platforms:** means third-party messaging services (including WhatsApp or similar platforms) through which AI Agents may be made available.
- (6) **Output:** means the responses, text, summaries, insights, graphics, or other content generated by an AI Tool when you interact with it.
- (7) **Service Ticket:** means any client support request, complaint, query, instruction, or issue logged through the EasyEquities support system.
- (8) **Telephonic AI Channel:** means any telephone line or voice-based interface operated using AI Systems to respond to client queries.
- (9) **Third-Party Provider:** means technology service providers, APIs, or data sources that FWT may use to operate the AI Tools.
- (10) **User, you, or your:** means any person who accesses who or uses an AI Tool.

2.2 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**

2.3 Capitalised terms used but not defined herein will have the same meaning as in the applicable platform terms and conditions.

3. **PURPOSE, NATURE AND USE OF THE AI TOOLS**

3.1 These AI Tools use automated systems and machine learning to generate responses to your questions or Inputs. Certain AI Tools may operate as AI Agents via Messaging Platforms (including WhatsApp) or Telephonic AI Channels. These AI Agents may respond to general client service queries, provide status updates on Service Tickets, assist with navigation of the applicable platform, or collect information required to escalate matters to a human support agent. The information provided is based on data available to the system at the time, and may include general market, product, profile, platform or portfolio information.

3.2 The AI Tools are for **convenience, research and educational purposes only**. They are **NOT** intended to:

- (1) provide personalised or tailored financial, investment, legal, or tax advice;
- (2) make recommendations about which products to buy, sell, or hold;
- (3) assess your personal financial position, risk tolerance, or investment goals, or
- (4) replace licensed advice under FAIS.

3.3 Where AI Agents are used for client service interactions, they are intended to assist with administrative and support-related queries only and are not authorised to provide financial advice, binding commitments, complaint determinations, or regulatory decisions. AI Agents cannot:

- (1) make binding decisions regarding complaints;
- (2) approve or reject financial transactions;
- (3) vary your contractual terms with FWT or any of its affiliated companies;
- (4) provide personalised financial advice; or
- (5) make regulatory determinations.

3.4 Any Output generated by AI Tools should be treated as general information. **You remain responsible for verifying any information before making decisions based on it. We do not guarantee that the Output will be accurate, complete, or suitable for your circumstances**

3.5 We strongly recommend that you seek independent professional advice from a licensed FSP before making any investment decisions.

4. **ACCEPTABLE USE OF THE AI TOOLS**

4.1 We may, at our discretion, make certain AI Tools available to you. Access and use of any AI Tool is subject to these AI Terms, the applicable platform terms and conditions, applicable law, and any other policies or guidelines we may publish from time to time.

4.2 The AI Tool can interact with you to respond to general queries, frequently asked questions, client service queries or, if available, assist with investment related research topics. It is provided in English and will respond only in English. The AI Tool is offered for **general informational and research purposes only and has limited capabilities**. It may not always be able to answer your questions, queries or provide accurate, complete, or current information. You must not rely on AI Outputs as substitute for your own judgment, for human advice, or as the sole basis for making investment or financial decisions.

4.3 You understand and agree that:

- (1) the AI Tool does **NOT** provide “advice” as defined under FAIS;
- (2) any information, suggestions, or Output generated from the AI Tool do not constitute investment, financial, legal, tax, or professional advice; and
- (3) you remain responsible for exercising your own judgment and, where appropriate, obtaining professional advice before making any investment or financial decision.

4.4 Where AI Tools are accessed via Messaging Platforms or Telephonic AI Channels:

- (1) you acknowledge that such platforms are operated by independent third parties.
- (2) we are not responsible for outages, delays, interception, or technical failures of such platforms.
- (3) message delivery may be delayed or unsuccessful.
- (4) telephonic AI interactions may be recorded for quality, compliance, fraud prevention, and training purposes.
- (5) you must not share sensitive authentication credentials (including usernames, passwords, one-time passwords, full PINs, or full card numbers) via Messaging Platforms unless explicitly requested through secure and verified EasyEquities processes.

4.5 You agree to use the AI Tool safely, responsibly, and lawfully, and in a trustworthy manner that is consistent with our values, terms, policies and applicable laws. You may not use the AI Tool for any illegal, harmful, unethical, or abusive activity, including (without limitation):

- (1) using it to provide or simulate “advice” as defined in FAIS, or attempting to do so;
- (2) violating, infringing, or misappropriating the rights of others (including defamation, harassment, or threats);
- (3) publishing false or misleading information that may be damaging to FWT or any third party;
- (4) transmitting, displaying, or soliciting offensive, pornographic, or otherwise inappropriate material;
- (5) engaging in fraudulent, deceptive, or manipulative activity (including scams, coordinated inauthentic behaviour, plagiarism, or disinformation);
- (6) attempting to reverse-engineer, copy, or otherwise misuse any part of the AI Tools;
- (7) using the AI Tools to infringe any intellectual property, privacy, or other rights of any person;
- (8) representing AI-generated Output as human-generated or as professional advice when it is not;
- (9) interfering with, disrupting, or attempting to circumvent any limits, safeguards, or protective measures in the AI Tool;
- (10) using any Output, data, or information derived from the AI Tool to train, test, or improve any other artificial intelligence or machine-learning system; or
- (11) attempting to use the AI Tools for purposes other than what it was intended to be used for.

4.6 **We may monitor or log your interactions with the AI Tool** to maintain quality, security, and ensure compliance with these AI Terms.

4.7 We may suspend, restrict or terminate your access to the AI Tool at any time if we reasonably believe that you have breached these AI Terms, or misused the AI Tool in a manner that may cause harm to us, our clients, or any third party.

5. **IDENTITY VERIFICATION AND FRAUD PROTECTION**

- 5.1 AI Agents may require identity verification before providing account-specific information.
- 5.2 We reserve the right to limit or refuse to provide account-specific information via Messaging Platforms or Telephonic AI Channels if adequate identity verification cannot be completed.
- 5.3 **You acknowledge that Messaging platforms may be vulnerable to SIM-swap fraud, device compromise, or account takeover. You are responsible for ensuring the security of your messaging accounts and devices.**
- 5.4 **We will not be liable for losses arising from unauthorised access to your messaging applications or telephone number.**

6. **COMPLAINTS**

- 6.1 AI Agents may collect information relating to complaints and may provide status updates. However, complaints will be assessed and determined by authorised human representatives in accordance with our Complaints Policy and Procedure and applicable financial sector laws.
- 6.2 Any Output generated by an AI Agent regarding a complaint does not constitute a final determination unless expressly confirmed in writing by us.

7. **USE OF PERSONAL AND PROFILE DATA**

- 7.1 When you make use of an AI Tool you allow it access to information linked to your account and profile, including your portfolio holdings and transactions ("**Profile Data**"). This access helps the AI Tool generate responses that are relevant to your queries.
- 7.2 We process your personal information and Profile Data in order to provide you with the AI Tool services, and to operate, maintain, and improve the AI Tools, in accordance with our Privacy Notice and POPIA. **By using the AI Tool, you acknowledge that your personal information and Profile Data will be processed by the AI Tool in order to provide you with the AI Tool services, which may include transmission to Third-Party Providers located outside of South Africa.**
- 7.3 Our AI Tools connect with trusted Third-Party Providers via application programme interfaces ("**APIs**"). These Third-Party Providers may include large language model providers or other technology systems that are necessary in order for us to provide the AI Tool services to you. We do not provide Third-Party Provider APIs with access to your entire Profile Data. We apply the principle of data minimisation and only process personal information and Profile Data through the APIs that are necessary to perform your request. **You acknowledge that some processing or storage of information may occur through these third-party providers and that their systems may occasionally be unavailable or return incorrect or incomplete information.**
- 7.4 Some of your interactions may be recorded for quality, training, compliance, or troubleshooting. All data is safeguarded in accordance with our security standards and policies. We use reasonable and appropriate security measures to protect your information from unauthorised access, loss, or misuse.
- 7.5 You are responsible for keeping your account credentials safe. If you suspect unauthorised use or believe your information may have been compromised, please contact us immediately by submitting a support ticket here: <https://support.easyequities.co.za/support/tickets/new>
- 7.6 These AI Terms must be read together with our Privacy Notice, which explains in more detail how your personal information is collected, used, and protected.

8. ACCURACY, LIMITATIONS, AND NO GUARANTEE

- 8.1 The AI Tools generate responses based on your Inputs, Profile Data and available information. While we aim to ensure that the information provided is useful and relevant, the AI Tools may sometimes produce incorrect, incomplete, or outdated information.
- 8.2 The Outputs you receive are automatically generated and have not been reviewed, verified, or endorsed by a human advisor. The AI Tools do not have access to all relevant market data, personal information, or Profile Data, and they may rely on limited or public information.
- 8.3 **You are responsible for verifying any Output before relying on it.** We do not guarantee the accuracy, reliability, completeness, or suitability of any Output for your individual circumstances.
- 8.4 The AI Tools are provided “**as is**” and “**as available**”. We make no warranties or representations, whether express or implied, regarding their performance, availability, accuracy, or fitness for a particular purpose.
- 8.5 To the fullest extent permitted by law, we will not be liable for any loss, damage, or expense (including indirect or consequential loss) arising from your use of, or reliance on, any Output, or from any interruption, inaccuracy, or malfunction of the AI Tools.

9. BETA RELEASES

- 9.1 From time to time, certain AI Tools may be offered as beta, pilot, or early-access releases. These versions are made available for testing and feedback purposes and may not function as expected. Beta or pilot releases may be incomplete, contain errors, or change without notice. They may be withdrawn, suspended, or replaced at any time.
- 9.2 **We make no warranties regarding the performance, accuracy, reliability, or availability of any beta or pilot release. By choosing to use a beta or pilot release, you acknowledge that it is experimental and agree to use it at your own risk.**
- 9.3 Your feedback on beta or pilot releases may be used by us to improve products and services, and you grant us a free, perpetual right to use that feedback without restriction or obligation.

10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights in and to the AI Tools, including software, models, systems, data, content, design, and any related technology, are owned by or licensed to us. These rights are protected by copyright, trademark, and other applicable intellectual property laws.
- 10.2 When you use the AI Tools, you are granted a limited, personal, non-exclusive, and revocable licence to access and use them in accordance with these AI Terms and the applicable platform terms and conditions. You do not acquire any ownership rights in the AI Tools.
- 10.3 To the extent that any intellectual property is created in the Output, you acknowledge and agree that the Output and associated intellectual property is owned by us. You may use the Output generated by the AI Tools for your own personal, non-commercial use. You may not copy, distribute, publish, modify, or make commercial use of any Output, the AI Tools, or any part of their underlying software or content. **You acknowledge and agree that any and all intellectual property rights in any Output generated by the AI Tools are owned by us. To the extent that any rights in the Output may vest in you under applicable law, you hereby irrevocably and perpetually: (i) assign all such rights to FWT; and (ii) waive any moral rights you may have in such Output.**
- 10.4 You must not copy, distribute, publish, modify, or make commercial use of any Output, the AI Tools, or any part of their underlying software or content. You may only use the Output generated by the AI Tools for your own personal, non-commercial use only. “Commercial use” means any use of the Output for commercial advantage or monetary compensation, including but not limited to resale, publication, or incorporation into products or services offered for sale.

- 10.5 **You warrant that any Input you provide does not infringe the intellectual property or other rights of any third party.** You grant us a non-exclusive, royalty-free, worldwide licence to use, reproduce, and process your Input for the purposes of operating and improving the AI Tools.
- 10.6 You must not use any Output, data, or content from the AI Tools in a way that infringes the intellectual property or other rights of FWT or any third party.
- 10.7 If you provide feedback, ideas, or suggestions (“**Feedback**”) about the AI Tools, you agree that we may use that Feedback freely, without restriction or obligation to you. You assign to FWT all rights in any such feedback and waive claim for compensation or acknowledgement.

11. **LIMITATION OF LIABILITY**

- 11.1 **You acknowledge that your use of the AI Tools is entirely at your own risk. The AI Tools are experimental and rely on large language model and machine learning technologies that may generate inaccurate, incomplete, or outdated information in its Output.**
- 11.2 **We provide the AI Tools on an “as is” basis and “as available” basis. We make no representations or warranties, whether express or implied, about the performance, accuracy, reliability, completeness, suitability, or availability of the AI Tools or any Output.**
- 11.3 **To the fullest extent permitted by law, FWT, its subsidiaries, holding company, subsidiaries of its holding company, directors, employees, and service providers will not be liable for any loss, damage, cost, or expense (including indirect, special, or consequential loss) arising from:**
- (1) **your access to or use of the AI Tools or any Output;**
 - (2) **your reliance on information generated by the AI Tools;**
 - (3) **any inaccuracy, error, or omission in the AI Tools;**
 - (4) **any interruption, delay, or unavailability of the AI Tools;**
 - (5) **any unauthorised access to, or use of, your data through the AI Tools;**
 - (6) **any reliance on responses provided through Messaging Platforms or Telephonic AI Channels;**
 - (7) **any delay in responding to Service Tickets;**
 - (8) **any misunderstanding arising from automated responses;**
 - (9) **any technical failure of third-party communication platforms; or**
 - (10) **any unauthorised access to messaging accounts not caused by FWT’s gross negligence or misconduct.**
- 11.4 **You indemnify us against any claim, loss, or damages suffered by us or a third party arising from your use or misuse of the AI Tools or any breach of these AI Terms.**
- 11.5 **No statement, confirmation, or representation made by an AI Agent shall constitute:**
- (1) **a binding variation of your agreement with FWT or any of its affiliated companies;**
 - (2) **a waiver of any right;**
 - (3) **a guarantee of performance; or**
 - (4) **an approval of any transaction,**

unless confirmed by an authorised human representative of ours.

12. SECURITY AND DATA PROTECTION

12.1 We take reasonable and appropriate technical and organisational measures to protect your personal information and Profile Data from unauthorised access, loss, or misuse. These measures align with our [Privacy Notice](#) and POPIA.

12.2 **You are responsible for protecting your account credentials and for any activity carried out under your login details.** If you suspect unauthorised use or believe your data may have been compromised, please contact us immediately by submitting a support ticket here: <https://support.easyequities.co.za/support/tickets/new>.

13. SUSPENSION OR TERMINATION OF ACCESS

13.1 We may suspend, restrict, or terminate your access to any AI Tool at any time if:

- (1) we reasonably believe that you have breached these AI Terms or the applicable platform terms and conditions;
- (2) your use of an AI Tool may cause harm or causes harm to us, our systems, our clients, our staff, or any third party;
or
- (3) we are required to do so by law, regulation, or a regulatory authority.

13.2 We may also suspend or discontinue any AI Tool, in whole or in part, at our discretion, including for maintenance, updates, or business reasons. Where reasonably possible, we will provide notice before doing so.

13.3 Suspension or termination of access will not affect any rights or obligations that arise before the date of suspension or termination.

13.4 If your account is closed or suspended, your access to the AI Tool will automatically end.

14. UPDATES AND IMPROVEMENTS

14.1 We may from time to time update, improve, or change the AI Tools to enhance functionality, performance, or security. These updates may include bug fixes, feature changes, or technical adjustments. We may also add, remove, or modify features at our discretion.

14.2 We may update these AI Terms to reflect change to the AI Tools, to comply with legal or regulatory requirements, or for other valid business reasons. The latest version will always be available on our website or within the AI Tool. We may, where reasonably practicable, notify you of material updates by email, in-app notice, or through our website.

14.3 **Your continued use of any AI Tool after changes are made means you agree to the updated AI Terms. If you do not agree with the updated terms, you must stop using the AI Tools.**

14.4 **We are not responsible for any loss or inconvenience that may result from temporary unavailability, modification, or withdrawal of any AI Tool.**

15. FURTHER ASSURANCES

15.1 You agree to perform all acts and execute all documents necessary to give effect to the provisions of these AI Terms and to ensure that the rights and obligations contemplated herein are fully carried out. This includes, but is not limited to, executing any additional documents or taking any further actions that may be reasonably required by FWT to perfect, protect, or enforce its rights under these AI Terms.

16. **GOVERNING LAW AND JURISDICTION**

16.1 These AI Terms are governed by South African law, and under the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.

17. **CONTACT AND SUPPORT INFORMATION**

17.1 If you have any questions or feedback about these AI Terms or the AI Tools, please contact us by submitting a ticket at support.easyequities.co.za.