



THRIVE REWARDS RULES

Physical Address

WeWork – Coworking Office Space
173 Oxford Road Rosebank,
Gauteng

Postal Address

Postnet Suite 247
Private Bag X1
Melrose Arch, 2076

Contact

(T) 010 141 2101
(S) support.easyequities.co.za
(W) www.easyequities.io

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 Thrive is a mandatory customer behaviour-based loyalty programme provided by EasyEquities to Account Holders (i.e. Members).
- 1.2 This agreement, including any Annexures ("**Thrive Rules**"), sets out the terms and conditions between you, in your capacity as an Account Holder ("**you**" or "**Member**") and First World Trader Proprietary Limited t/a EasyEquities ("**EasyEquities**" or "**we**" or "**us**") in terms of which we will allow you to become a Member of Thrive and access the Thrive Benefits in accordance with the Thrive Rules.
- 1.3 It is important that you read and understand the Thrive Rules before participating as a Member of Thrive.
- 1.4 **The clauses in the Thrive Rules 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. Capitalised terms used but not defined herein have the same meaning as in the Applicable EasyEquities Terms and Conditions.**
- 1.5 **The Thrive Rules must also be read together with the Applicable EasyEquities Terms and Conditions, Campaign Terms and Conditions and any additional terms and conditions published on the EasyEquities Platform.**
- 1.6 The Thrive Rules are legally binding and all aspects of your membership with Thrive under it are enforceable against either Party. **By being an Account Holder, you acknowledge that you have read the Thrive Rules and that you fully understand its contents and you agree that your membership with Thrive will be governed by the terms and conditions of the Thrive Rules.** If you would like us to explain any of the terms and conditions to you, you can submit a ticket via the [Support Portal](#) and ask us any questions you may have.
- 1.7 We will not provide you with any investment advice for the purposes of FAIS. **You acknowledge and agree that nothing in the Thrive Rules or any Thrive-related material constitutes "advice" for the purposes of FAIS. You agree and acknowledge that you will rely solely upon your own judgment in all aspects of your membership with Thrive including but not limited to your use of the Thrive Benefits. You acknowledge that your use of the EasyEquities Platform for any purpose contemplated in the Thrive Rules will be governed by the Applicable EasyEquities Terms and Conditions and at your own risk. This means that you will have no claim against us.**

2. DEFINITIONS AND INTERPRETATION

- 2.1 In the Thrive Rules, unless the context requires otherwise:
 - (1) **Account Holder:** You, the person who has an account with EasyEquities on the EasyEquities, EasyCrypto and/or EasyProperties Platform;
 - (2) **Affiliate:** 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 Purple Group Limited;
 - (3) **Annexures:** Any annexures attached to the Thrive Rules, including but not limited to a Benefit Statement/s, as may be amended or supplemented from time to time;
 - (4) **Applicable EasyEquities Terms and Conditions:** The client agreement, including all the annexures to the agreement, which you must enter into with EasyEquities as a pre-requisite to becoming an Account Holder which governs your particular Account on the EasyEquities Platform;
 - (5) **Applicable Law:** In relation to the Parties and the provisions of the Thrive Rules, 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 the Thrive Rules, including legislation which may be subordinate, derivative or otherwise, including but not limited to FAIS and the CPA;
 - (6) **Benefit Statement/s:** A separate document/s which sets out the terms and conditions applicable to a particular Thrive Benefit and awarding and use of EasyMoney, as published on the Website or communicated to Members from time to time which constitutes an Annexure to the Thrive Rules;

- (7) **CPA:** The Consumer Protection Act, 2008;
- (8) **EasyGroup:** The group of companies that includes EasyEquities and its Affiliates;
- (9) **EasyMoney:** The loyalty currency issued under Thrive;
- (10) **EasyCrypto Account:** The EasyCrypto account (with its corresponding account number) offered by EasyEquities on the EasyCrypto Platform;
- (11) **EasyTrader Account:** The EasyTrader account (with its corresponding account number) offered by EasyEquities on the EasyEquities Platform;
- (12) **Member** or **"you"**: The EasyEquities Account Holder who has been automatically admitted as a member of Thrive in terms of the Thrive Rules;
- (13) **Parties:** EasyEquities and the Member, and Party means, as the context requires, any one of them;
- (14) **Qualifying Action:** Any transaction, activity or event that EasyEquities has designated as eligible to earn EasyMoney. Qualifying Actions are published in the applicable Benefit Statement and/or on the Website from time to time;
- (15) **Thrive:** The EasyEquities customer loyalty programme automatically offered by EasyEquities to Account Holders;
- (16) **Thrive Benefits:** The benefit/s introduced by EasyEquities and accessible to Members of Thrive in accordance with the Thrive Rules and subject to the terms and conditions as set out in the applicable Benefit Statement/s and published on the Website or communicated to you from time to time;
- (17) **Thrive Rewards Account:** The Account on the EasyEquities Platform into which EasyMoney is credited and held pending transfer or use;
- (18) **Thrive Rules:** This agreement as defined in clause 1.2, including any Benefit Statement/s and any Annexures to the Thrive Rules; and
- (19) **Website:** www.easyequities.co.za or any other U.R.L. owned or controlled by EasyEquities that connects the public with EasyEquities.

- 2.2 This definitions clause is not exhaustive and you will find other terms defined elsewhere in the Thrive Rules.
- 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 the Thrive Rules.
- 2.4 Any capitalised term used but not defined in any Benefit Statement/s or Annexure will, unless the context shows otherwise, have the same meaning as in the Thrive Rules.
- 2.5 The Thrive Rules must be read together with, and supplements, forms part of and is subject to the Applicable EasyEquities Terms and Conditions. The Thrive Rules must also be read together with the applicable Benefit Statement/s.
- 2.6 In the event of any conflict between the provisions of the Thrive Rules, insofar as they relate to your use of and/or trading on the EasyEquities Platform, and the Applicable EasyEquities Terms and Conditions, the provisions of the EasyEquities Terms and Conditions will prevail.
- 2.7 In the event of any conflict between the provisions of the Thrive Rules and the applicable Benefit Statement/s, the provisions of the Benefit Statement/s will prevail.

3. **ELIGIBILITY FOR MEMBERSHIP**

- 3.1 To become a Member of Thrive you must be an Account Holder.
- 3.2 If you are an Account Holder, you will automatically become a Member of Thrive and you may have access to the Thrive Benefits in accordance with the Thrive Rules and applicable Benefit Statement/s.

3.3 You acknowledge that we may remove you as a Member of Thrive in our sole and absolute discretion and need not give reasons for our decision.

4. THRIVE BENEFITS

4.1 As a Member of Thrive, you may have access to the Thrive Benefits subject to the qualifying criteria and terms and conditions applicable to each Thrive Benefit as set out in the applicable Benefit Statement published on the Website or communicated to you from time to time.

4.2 We may, at any time and in our sole discretion, remove, amend, replace or introduce a Thrive Benefit/s and applicable Benefit Statement/s and publish same on the Website from time to time. We may notify you of any amendments to the Thrive Rules by email and/or our social media platforms. You acknowledge that by continuing to participate in Thrive you agree to be bound by any new version of the Thrive Benefit/s and applicable Benefit Statement/s published.

4.3 Each Thrive Benefit will be accompanied by its own Benefit Statement which will be published on the Website or communicated to you from time to time. The Benefit Statement will contain, among other things, the qualifying criteria and terms and conditions applicable to the particular Thrive Benefit.

4.4 Each Benefit Statement must be read together with, and supplements, forms part of and is subject to the Thrive Rules.

4.5 We may, in our sole discretion, determine whether you have successfully qualified to receive or benefit from a particular Thrive Benefit in accordance with the applicable Benefit Statement. To the extent that you have any complaints or disputes in respect of our determination, you may contact us using the contact details set out in clause 14.3.

4.6 You acknowledge that by continuing to remain an Account Holder, you agree to be bound by any new version of a Benefit Statement.

5. EASYMONEY

5.1 You acknowledge and agree that EasyMoney is not legal tender, electronic money or a deposit and has no guaranteed cash value and does not bear interest.

5.2 You acknowledge and agree that for amounts denominated in a foreign currency, the prevailing EasyFX exchange rate presented to you on the EasyEquities Platform will be applied to convert the foreign currency amount to the applicable EasyMoney value. EasyMoney tracks value at an indicative rate of ten EasyMoney to one South African Rand, subject to change (for example R1 = 10 EasyMoney (EM)).

5.3 You can earn EasyMoney by completing Qualifying Actions across participating EasyGroup products. Qualifying Actions are usually expressed as a percentage of the qualifying amount and may be fixed (the same for every Member) or variable (depending on Thrive Level, product, campaign or activity).

5.4 Some Qualifying Actions require a minimum Thrive Level to qualify, while some activities such as Refer & Earn earn EasyMoney for every Member regardless of Thrive Level. EasyEquities shall publish the rate of EasyMoney that can be earned per Qualifying Action from time to time, the rates may change at any time, and you must check the Website for the latest rates for each Qualifying Action.

5.5 You acknowledge and agree that EasyMoney that is earned in a given month is credited to your account within the first 10 (ten) Business Days of the following month. You can view your EasyMoney balance and earn history on the EasyEquities Platform.

5.6 You acknowledge and agree that EasyEquities may reverse, adjust or cancel EasyMoney if it was credited in error, if it was earned through fraud, misuse, abuse or breach of these Thrive Rules or the Applicable EasyEquities Terms and Conditions, or if the underlying transaction is reversed (for example, a failed deposit or a cancelled trade).

5.7 You acknowledge and agree that EasyEquities reserves the right to deduct any fees owing to it (including any fees relating to Thrive or the EasyEquities Platform) from your EasyMoney in accordance with the applicable Cost Profile, including where your other trading accounts do not have sufficient cash to settle such fees.

- 5.8 **EasyMoney does not expire while you remain an Account Holder. EasyMoney lapses and is forfeited if your participation in Thrive is suspended or terminated, or if you close your EasyEquities account, in each case subject to Applicable Law.**
- 5.9 **The award of EasyMoney is discretionary and is not guaranteed. EasyEquities is not obliged to credit EasyMoney for any particular transaction and may decline to do so in its sole and absolute discretion, including where a Qualifying Action does not meet the applicable qualifying criteria.**
- 5.10 **EasyMoney will be locked up for a period of 3 (three) years, and it may not be withdrawn from the EasyEquities, EasyCrypto or EasyProperties Platform, and may not be redeemed for cash, or ceded, assigned, pledged or transferred to any other Member, any third party or any account or platform outside the EasyEquities, EasyCrypto and EasyProperties Platforms or transferred between Members.**
- 5.11 **You acknowledge and agree that EasyEquities may, at its sole and absolute discretion and without any notice to you, recoup EasyMoney in accordance with the Applicable EasyEquities Terms and Conditions. Should there be a conflict between the lock-up period in the Thrive Rules and the Applicable EasyEquities Terms and Conditions, the lock-up period in the Applicable EasyEquities Terms and Conditions will prevail.**
- 5.12 **EasyMoney is held in your Thrive Rewards Account and must be transferred into a participating investment account before it can be used. Once transferred, EasyMoney may be used in the receiving account to offset brokerage or other transactional costs.**
- 5.13 **EasyEquities may, in its sole discretion, determine the investment accounts into which EasyMoney can be transferred and used from time to time.**
- 5.14 **A redemption of EasyMoney is effected by transferring EasyMoney from your Thrive Rewards Account into a participating investment account. EasyEquities reserves the right to restrict, modify, reverse or suspend any usage, redemption or transfer of EasyMoney.**
- 5.15 **EasyMoney is incentive-based. You are responsible for any tax consequences arising from your participation in Thrive.**
- 5.16 **Transfers of EasyMoney into your EasyCrypto or EasyTrader Account require unlocked funds that are available during the lock-up period.**

6. **THRIVE FEE**

- 6.1 We will charge you a monthly Thrive Fee, except where you achieve the applicable Thrive Level or otherwise qualify for an exemption, as set out in the applicable Benefit Statement.
- 6.2 The Thrive Fee will be charged in addition to any other fees and costs listed in the Cost Profile.

7. **TAX LIABILITY**

- 7.1 **In no event will EasyEquities be liable for any tax consequences that may arise if you are a Member of Thrive and/or when you receive a Thrive Benefit/s as contemplated in the Thrive Rules and applicable Benefit Statement/s, as the case may be. You must obtain your own tax advice in this regard.**

8. **TERMINATION OF MEMBERSHIP**

- 8.1 You may terminate your membership with Thrive at any time by closing your account with EasyEquities. Your membership with Thrive automatically terminates when **you cease to be an Account Holder**. Please submit a support ticket via the [Support Portal](#) or email thrive@easyequities.co.za to request termination.
- 8.2 Notwithstanding clause 8.1, we may, in our sole discretion, terminate your membership with Thrive and suspend or remove you as an Account Holder if we believe that, amongst other things (and without limitation):
 - (1) your account on the EasyEquities Platform is unauthorised, deceptive, fraudulent or otherwise unlawful;
 - (2) you are abusing or fraudulently using the Thrive Benefits;

- (3) you are encouraging, assisting or advising another Member to commit fraud in their membership with Thrive;
- (4) you are impersonating another person or Member or you adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud Thrive and/or the Thrive Rules; or
- (5) you are committing any other acts, in our opinion, that require your membership of Thrive to be terminated.

8.3 Abuse includes any activity intended to manipulate Thrive. Suspected abuse is sufficient to pause any Thrive Benefit pending investigation.

8.4 Appeals follow the existing EasyEquities complaints process set out in clause 13. EasyEquities may refer abuse or fraud matters to regulators or other competent authorities.

9. RIGHT TO CANCEL

9.1 **EasyEquities reserves the right to cancel Thrive and the Thrive Benefits at any time, or to replace it with another programme or benefits, as the case may be, on publishing same on the Website or on written notice to you.**

10. TRANSFER OF RIGHTS TO THE THRIVE BENEFIT

10.1 You may not transfer your membership rights with Thrive, or your rights to the Thrive Benefits to another person.

11. VARIATION OF THE THRIVE RULES

11.1 The Thrive Rules may be varied by EasyEquities at any time. The variation will be effected by publishing the new version of the Thrive Rules on the Website and will apply to all your membership in Thrive after the date of publication.

11.2 Alternatively, we may notify you by email whenever a variation of the Thrive Rules is made and provide you with details of same and when such variation will take effect and, if necessary, where you can find a copy of any new version of the Thrive Rules on the Website.

11.3 **You acknowledge that by continuing to remain an Account Holder, you agree to be bound by any new version of the Thrive Rules, published on the Website or emailed to you or communicated in any other manner from time to time.**

11.4 Any amended Thrive Rules, as published on our Website, will supersede any previous rules on the same subject matter and will govern membership in Thrive and the Thrive Benefit after the date the amended Thrive Rules come into effect.

11.5 **It is therefore your responsibility to ensure that you are aware of the latest version of the Thrive Rules as published on the Website.**

12. INDEMNITIES

12.1 **Neither EasyEquities nor any of its Affiliates shall be liable for any loss, expense or damage which you may suffer, howsoever such loss, expense or damage may arise or be suffered, in respect of your membership with Thrive and/or use of the Thrive Benefits and you hereby indemnify EasyEquities and its Affiliates in this regard.**

12.2 The above indemnity will not extend to any loss, expense or damage which arises as a result of the wilful misconduct or gross negligence of EasyEquities or its Affiliates or any director, employee or officer of EasyEquities or its Affiliates.

12.3 **Except as required by any Applicable Laws, we make no representations or warranties about Thrive and/or the Thrive Benefits of any kind, express or implied, including any warranties as to fitness for a particular purpose.**

12.4 **Thrive and EasyMoney are provided on an “as is” and “as available” basis, subject to Applicable Law.**

12.5 **EasyMoney is not a financial product, security, deposit, electronic money or investment, and nothing in these Thrive Rules constitutes an offer, recommendation or advice in respect of any financial product.**

12.6 **To the fullest extent permitted by Applicable Law, EasyEquities and its Affiliates are not liable for any indirect, incidental, special, punitive or consequential loss arising from or in connection with Thrive or EasyMoney.**

12.7 Without limiting the generality of the foregoing, EasyEquities is not liable for any loss or delay caused by system errors, downtime, maintenance, interruption of connectivity, cyber incidents, or failures, acts or omissions of third-party service providers, networks, exchanges or platforms.

12.8 Nothing in these Thrive Rules excludes, limits or restricts any right or remedy which cannot lawfully be excluded, limited or restricted under Applicable Law.

13. COMPLAINTS

13.1 You may lodge a written complaint or query about any aspect of your membership with Thrive or the Thrive Benefits thereunder by logging a support ticket via the [Support Portal](#). EasyEquities shall investigate your complaint and shall respond to you as soon as possible.

14. NOTICES AND ADDRESSES

14.1 Any notice, consent, approval or other communication in connection with these Thrive Rules ("**Notice**") will be in writing in English.

14.2 You acknowledge and confirm that any Notice from EasyEquities made under or in connection with the Agreement may be made in Notices or other communications to your last known home address, place of work, landline telephone number (including a telephone answering machine), mobile telephone (including answer phone), fax number, email address or other contact details, as provided by you in your Application Form, or subsequently amended by you.

14.3 EasyEquities chooses the physical address and/or email address below as the address to which any Notice must be sent.

Name	Physical Address	Email Address
EasyEquities	Wework Coworking Space 173 Oxford Road Rosebank Johannesburg 2196	thrive@easyequities.co.za

Marked for the attention of: Legal and Compliance

14.4 You choose the physical address and/or email address set out in your Application Form as the address to which any Notice must be sent.

15. DATA PRIVACY AND MARKETING

15.1 Personal information is processed in accordance with the EasyEquities Privacy Policy. Participation data may be used to operate and improve Thrive, and marketing preferences do not affect participation. Data may be shared within the EasyGroup or with service providers in accordance with the EasyEquities Privacy Policy.

16. GENERAL

16.1 The Thrive Rules form part of the Applicable EasyEquities Terms and Conditions. The latest version of the Thrive Rules will be published on the EasyEquities Platform or the Website.

16.2 The Thrive Rules constitute the whole agreement between the Parties.

16.3 No indulgence by a Party to another Party, or failure to enforce the terms of the Thrive Rules, 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).

[THRIVE RULES]

- 16.4 If a term of the Thrive Rules is illegal or unenforceable, that particular term may be cancelled and the remaining terms of the Thrive Rules will still operate.
- 16.5 The Thrive Rules are governed by South African law.
- 16.6 The Parties consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in regard to all matters arising out of the Thrive Rules.
- 16.7 Signature of the Thrive Rules by electronically accepting the terms and conditions on the EasyEquities Platform and/or Website will be treated as the Party's original signature for all purposes under the Thrive Rules.