



TERMS AND CONDITIONS

Cape Capital Group (Pty) Ltd.

FSP: 50206



This is the corporate website of the Cape Capital Group (Pty) Limited ("the Company").

The Company is an authorized Financial Service Provider by the Financial Sector Conduct Authority (FSCA) in South Africa. The Company is listed under the FSP No. 50206 and under the Registration No. 2019/142922/07.

The products and services of the Company are not available to the residents of certain countries as listed on the website and updated from time to time.

The domain name www.capecapitalgroup.co.za is owned by the Company.

This Trading Terms and Conditions constitute a binding agreement between you and the Company. Please take the time to thoroughly read the Trading Terms and Conditions before using the website.

This Trading Terms and Conditions supersedes any prior document of the same kind between you and the Company.

This Trading Terms and Conditions is created in order to set out the terms in which you may register as a user of the Company. Once you have accepted these Terms and Conditions, you are entitled to the products and services that the Company is offering to the public.

Products and Services

The Company provides for the following Over the Counter Financial Contracts for Differences (CFDs) as updated on the website from time to time.

Risks Acknowledgement

You should be aware that trading carries a high level of risk. Thus, engaging in trading in this kind of activity is not suitable for all investors. In engaging in the activities offered by the Company, there is a possibility that you will sustain losses in your investment and your engagement or participation in the products and services of the Company is undertaken at your own risk and based in your own decision.

You must consider your level of skill and experience, risk tolerance, financial capacity, investment goals and objectives, and emotional intelligence.

You may seek advise from trading experts or independent financial advisors in order to further enhance your awareness and knowledge regarding the risks and potential loss associated with this kind of trading activity. Further, you must acknowledge that engaging and participating in the products and services of the Company is your sole decision. Any investment advise or guidance that the Company may have expressed shall not be treated as an investment advice, proposal or recommendation, further, the same shall not establish an advisory relationship between you and the Company.



You must be aware of all the possible investment risks and you must not engage in any transaction, activity or investment that is beyond your financial capacity. Further, you are acknowledging that the funds deposited to your account with the Company are obtained from legitimate sources. Further, any issue that may arise regarding the funds deposited, the Company shall not bear any responsibility to participate in the inquiry or investigation from any Competent Authority.

You must be aware that the investment value of the financial instruments is not constant, it may increase or decrease for a substantial amount. You are aware that the prices in the trading environment are volatile in nature.

You acknowledge that the risks involved in these investment forms are not limited to the enumeration of risks abovementioned.

You accept that you have read and understood the "Risk Disclosure" document. The document can be accessed on the website.

Records

The documents and records gathered and collated by the Company shall be kept by the Company either in a hard copy or soft copy. If a Competent Authority requests for the disclosure of particular documents, these shall be provided and presented to the Competent Authority without error or delay.

Communications conducted through telephone or digital communication channels of all transactions and activity is essential and the Company shall record these communications.

The communications and documents shall be kept by the Company for a period of six (6) years. Provided, further, that the Competent Authority may request for the communications or documents necessary to be disclosed. If in case relevant particulars are requested by the authorities, for a period of eight (8) years.

Confidentiality

The Company has an obligation to keep and store all personal information of the users in a strict confidential manner and shall not disclose any information to any person thereof. The Company shall be authorized to disclose relevant information only when required by the management, by law or pursuant to a court order.

Client Funds

The Company shall perform all the measures to protect and safeguard the funds of the client that are deposited in the account with the Company from any illicit use of the funds.



The Company shall keep your funds separated from the funds of the Company and the Company will not, in any way of whatever kind, use or invest illegally and inappropriately the funds. The Company shall ensure that the funds are segregated, kept and stored independently from the funds of the Company. Further, the funds of the client kept in a segregated account shall be treated as "Client Money" pursuant to the FAIS Act.

As holder of your funds, the Company shall conduct the necessary matters that is required to secure your funds. The money, regardless of the amount, that you deposit or store in your account will be kept by the Company in one or more segregated accounts with a financial institution that is based in the Republic of South Africa, or a bank institution licenses and/or authorized in another country, or a payment provider successfully screened evaluated in accordance with the criteria set out by the Company.

You accept and agree to the arrangements that the Company may adopt such that the Company may hold the funds with a payment provider or a third party. In case of a third party, it may hold the funds in an omnibus account with a possibility of not being separated from your funds or the funds of the third party. In the case of insolvency, you may not have any claim with regard to a specific amount in the said account.

In the event that your account balance has become stale for a period of at least one year, and you are nowhere to be found after exerting all efforts to locate you, the Company may release the funds from your account. Further, any account that has become stale for sixty days and the account balance of which is one percent of any currency, the Company will proceed with the account in archive and the Company will deduct whatever is needed to be deducted from the account thereof.

You accept and agree that the Company will be free from any liability in case of acts or omission of the institution where the funds are being stored and retained.

Segregation and Security of the User's Fund

The Company ensures that the funds of the users are separated from the funds of the Company and the Company will not, in any way of whatever kind, use or invest illegally and inappropriately the funds of the users. The Company ensures that the funds are segregated, kept and stored independently from the funds of the Company.

Please take note that in the event of insolvency, the funds of the users will be pooled together with the funds of the other users. In this case, you will not be able to claim for a specific amount in a particular account. Further, in the event that the financial institution is in default, you shall not take action against the Company as the Company will not be held accountable for the default of the financial institution.



Liability of the Company

The Company shall be free from any liability when the user suffers or incurs liability, expense or loss by reason of fraud by a third party, gross negligence or default while the Company is acting pursuant to the instructions of the user.

The Company shall be free from any liability when the user suffers or incurs liability, expense or loss in consonance with the use of the website, the failure to use the website properly, non-compliance with an order, occurrence of computer virus, error, or system failure.

The Company shall not be liable for any punitive, exemplary, consequential, incidental, direct or indirect, special damages, as the case may be. The non-liability of the Company shall apply even when the Company has been informed of the probability of loss or damage.

The Company, its owner, directors, officials, employees, agents, or representatives, among others, shall not be held liable for any damage or loss that you may go through by reason of reliance on these Terms and Conditions.

The Company shall not be liable, regardless of the amount, for any punitive, exemplary, consequential, incidental, direct or indirect, special damages or loss, as the case may be, that you may incur by reason of act of omissions of the Company.

The Company shall not be liable for circumstances that is beyond the control of the Company, such as but not limited to, communication line failure, mechanical or electronic system failure, force majeure, terrorist attack, riot, war, fire or government action.

Market Manipulation and Abuse

You shall be prohibited from using the website of the Company for purposes of market abuse, malicious market manipulation, insider dealing or trading, illicit transaction or trading activities, or deceptive practices such as but not limited to wash trading, pump and dump schemes, self-trading, front running, quote stuffing, churning, layering and spoofing regardless whether it is prohibited by law or any applicable regulations enacted by a Competent Authority

Rejection of Transmission of Orders for Execution

The Company shall refuse to transmit an order for execution that you arranged and conducted. The Company shall be free from any liability against you by reason of the rejection in the transmission of order for execution that the Company received from you. The Company shall have no obligation to provide you a prior notice of refusal to transmit such order in the following circumstances, such as but not limited to: (1) when the execution of the order is used to conduct market manipulation, market



abuse, insider dealing or trading, illicit transaction or trading activities, or deceptive practices; (2) when the execution of the order is used to legalize earnings that is derived from money laundering; (3) when you have no sufficient funds deposited in your account held by the Company; (4) when the execution of the order would result to the disruption in the accurate running of the website platform.

You agree and understand that the rejection by the Company in the transmission of an order for execution shall not be an obstacle for the other obligations that you may have against the Company.

Client Complaint

You may submit a complaint or grievance involving the products or services provided by the Company. The complaint form must be addressed to the Compliance Department of the Company and the complaint form under the Internal Complaints Management Policy document is available on the website.

Conflict of Interest

The Company shall treat all users equally and fairly. When a conflict of interest transpires between the Company and its users or by and between the users, the Company shall take all possible measures in order to avoid such conflict of interest.

You accept that you have read and understood the "Conflicts of Interest" Policy. The Policy can be accessed on the website.

Transactions with the Company

The Company shall provide you a statement of account on a monthly basis. The statement of account shall be provided to the client within six business days from the end of the previous month.

The statement of account provided by the Company shall be treated as final and binding. In case of objection thereof, you may signify your intent to object and indicate the reasons thereof by submitting a letter to the Complaints Department and the complaint form under the Internal Complaints Management Policy document is available on the website. The complaint shall be communicated to the Company within seven business days from the date of receipt of the statement of account.

The Company shall only review the inquiries or objections that are submitted to it within seven business days from the date of receipt of the statement of account. The Company shall be given ample time to review the objection thereof.



Interest

The Company shall neither charge nor bear interest in the funds deposited in your account. Further, you accept and agree to receive any interest that may be earned on the funds deposited in your account and that the Company shall have benefit over the interest that may be earned that may be used for administrative fees and for bank account maintenance.

Company Fees

The Company shall obtain fees, charges and compensation from the products and services that you engage in the platform as a payment for the costs that the Company incur for the execution of the services. Fees due thereof shall be paid and the Company may deduct the fees due in the account of the Company.

You agree and accept that the Company may modify the amount, size or percentage rates of the fees from time to time. Further, the Company has the right to change the amount of fees without obtaining your prior consent. The Company will notify you in case of changes thereof.

You agree and accept to pay interest for the amounts due that remain unpaid after the lapse of the deadline to make payments. Further, the Company may place all your financial instruments for sale without your prior consent or notice. In the occurrence of this event, the Company will notify you through email or a by notification in the platform.

You accept and agree that you are liable for the payment of tax obligations imposed such as in the case of payment of income tax depending on the laws in the jurisdiction where you reside. The Company shall be free from any liability for the payment of taxes on your behalf.

The Company shall charge an administration fee of 50 USD or currency equivalent to cover any fees and costs which shall be deducted unilaterally from your account (1) when the Company discovered that your account is engaged in deposits and withdrawals without any trading activity or (2) when the account is being used for activities other than trading or (3) when a chargeback occurred for any deposit conducted in your account whether intentional or unintentional. Further, the Company shall be free from any liability for any other charges by reason of the chargeback.

The Company shall put your account on hold when the Company discovers that you are engaged in credit card or debit card fraud. The Company shall investigate the matter and in its sole discretion adopt the necessary measures and restrictions on your account either by, such as but not limited to: 1) access blockage and cancellation; (2) collect all profits derived from prohibited trading activities; (3) account termination; (4) open positions will be closed. It is within the sole discretion of the Company on what measure will be adopted.



The Company shall unilaterally deduct annual fixed administrative fee. In case the Company discovered that the account has not been engaged in any activity within one year provided that the account has adequate funds available in the account. However, if the remaining balance is below 50 USD or currency equivalent, the Company shall deduct the remaining amount and thereafter archive your account.

Clients from Third Parties

The Company may engage and enter into agreements with third parties provided that the services will be within the limitations allowed by law. The third parties will be compensated through commission or fee for the successful client referrals to engage in the products and services of the Company.

For clients that have been referred by a third party, the Company shall be free from any liability against any agreement that may have been executed between the client and the third party. Further, the Company does not acknowledge these third parties to be an agent or representative of the Company. Thus, the third party shall not provide investment opinion or advice of whatever kind and the Company shall not be responsible for any thereof on behalf of the third party to whom the client was obtained.

Appropriateness

Before the Company will provide for any services thereof, the Company must obtain relevant information from the client with regard to his or her expertise and experience as to the investment sector pertinent to the services being offered by the Company. The purpose of obtaining information is to determine the suitability of the investment service or product.

The Financial Intelligence Centre Act (as amended in 2017), as amended, provides that the Company shall use the Appropriateness Test in the collection of the relevant information. In the event that the Company is satisfied that you are not suitable for the services pursuant to your level of knowledge, expertise and experience, the Company will warn you of the potential dangers in the investment of services you are not suitable thereof.

Further, any changes in the information gathered in the profile of the client must be reported to the Company.

Anti-Money Laundering

The Company is obligated to comply with the mandates outlined in the FIC Act (as amended in 2017) and local regulatory bodies to prevent and combat money laundering, which mandates investment firms to gather necessary verification



documents from you before establishing a business relationship and/or during the course of the business relationship.

Pursuant to the FIC Act (as amended in 2017), the Company reserves the right to refuse to carry out requests or directives from you if you have not provided the information requested by the Company. The Company is not responsible for any potential delays caused by you, thus, failing to furnish the verification documents; the Company shall obtain verification documents from you before the establishment and/or during the business relationship; the Company may obtain information regarding the funds invested upon request by the Company which may require proof of certain documentation thereof; you confirm and guarantee that the funds invested in the company are not derived from any illegal activity aimed at hiding or disguising the illegal source of the funds or supporting anyone involved in the crime of money laundering or financing terrorism.

Provision of Information, Data Protection

You acknowledge and accept that you have read and agreed to the Terms and Conditions.

The Company is obliged at all times to handle personal data in accordance with the provisions specified in Protection of Personal Information Act, Act No. 4 of 2013 and the relevant data protection regulations.

You are obligated to promptly supply the Company with any information that either party may request to verify the terms of this agreement or to comply with any relevant regulations, and to inform the Company of any significant changes to this information.

The Company may possess or will possess personal data related to you for the purpose of the offered products and services. The personal data provided to or obtained by the Company will be utilized to provide you with the requested products and services. The Company reserves the right to share your personal information, transactions or any other data with third parties or authorities, without informing the client, if the client is involved directly or indirectly in fraud.

Termination

Either the company or the client may terminate this agreement by providing 5 business days' written notice to the other party. During this notice period, the client is obligated to close all open positions. If the client has open positions during the termination period, the company reserves the right to close all of the client's open positions.

Upon the termination of this agreement, the company has the right to prevent the client from accessing the company's trading platform without the need of a prior notice to you.



The company may immediately terminate the agreement without providing a five business day written notice in the following circumstances:

The agreement may be terminated by the Company immediately without a five-day written notice in the following situations: (1) if the user passes away; (2) bankruptcy proceedings or liquidation against you is adjudged; (3) the termination is mandated by a competent regulatory authority or body; or (4) you have breached any term of this agreement or any other agreement and, in the company's judgment, the agreement cannot be fulfilled.

The company may immediately terminate this agreement without providing a 5 business day written notice and has the right to undo and/or cancel all previous transactions on the client's account in the following circumstances: (1) that your trading activity influences the reliability of the operation of the trading platform based on the reasonable belief of the Company; or (2) that by reason of your activities, you involve the Company in a fraud of whatever kind whereby the interest of the Company and its clients are put at risk.

The termination of the agreement will not affect any rights that have arisen or existing obligations, or any contractual obligations meant to remain in effect after termination. In the event of termination, the client will be responsible for paying: (1) any damages incurred during the resolution or settlement of outstanding obligations; (2) any fees and additional expenses incurred or to be incurred by the company as a result of the termination of the agreement; or (3) any outstanding fees/commissions owed to the company and any other amounts owed to the company.

The company has the right to deduct all the aforementioned outstanding obligations from the client's account.

The Company may retain the client's assets to cover any outstanding obligations before handing over any remaining assets to the client after the termination of the agreement.

Right to Cancel

You have the right to cancel this Agreement within fifteen days from the date of the execution of this Agreement by providing the Company with a notice of cancellation in writing at support@capecapitalgroup.co.za. The Company shall be given an ample time to review such cancellation. Further, the Company immediately notify you of the confirmation of the cancellation thereof.

License

The website is owned and operated by Cape Capital. Thus, all the information, documents, materials, trademarks, logos, design, and such other data are protected by law, unless otherwise provided.



Severability

In case one or more of the provisions of this Trading Terms and Conditions shall, for whatever reason, be held ambiguous, illegal, unenforceable or invalid, the said ambiguity, illegality, unenforceability or invalidity shall not in any way affect the other provisions and such remaining provisions shall remain in full force effect.

Governing Language

The Trading Terms and Conditions and other documents published on this website and those that will be published in the future are officially written and made available in the English language. These documents may be translated in different languages but for purposes of convenience only.

In case of conflict between the English language and other translated languages of the Exchange Terms and Conditions, the English language shall prevail.

Governing law and jurisdiction

This Trading Terms and Conditions and other documents published on this website and those that will be published in the future shall be construed and governed by and in accordance with the laws of South Africa. In case of dispute arising out of or in relation to this Trading Terms and Conditions and such other documents published on the website, each party herein agrees that the jurisdiction and venue of courts shall be exclusively within the jurisdiction of the courts of South Africa.

Cape Capital Group:

Registered Office: First Floor Zotos House, 183 Smit Street, Fairland Johannesburg, Gauteng

Country of registration: South Africa

FSP No.: 50206

Registration Number: 2019/142922/07

Category License: Category 1

Registered Office: First Floor Zotos House, 183 Smit Street. Fairland Johannesburg, Gauteng

Contact No.: 087 897 6970

Website: <https://www.capecapitalgroup.co.za/>