

TERMS OF USE

Welcome to Sanlam Private Wealth's e-sign application ("SPWEA") for the use of verified electronic signatures and communication for designated clients, including yourself ("you").

1. CLIENT CONSENT

- 1.1 By using SPWEA, you unconditionally confirm that you have read, understood and accept these Terms of Use.
- 1.2 Any comments or questions regarding SPWEA must be addressed directly to your Sanlam Private Wealth portfolio manager.

2. NATURE OF SPWEA

- 2.1 SPWEA is a white-labelled solution provided by QuicklySign, an independent service provider.
- 2.2 The use of SPWEA is therefore also subject to the QuicklySign Terms of Use which is available for your perusal and implied acceptance at <https://www.quicklysign.com/terms-policy>

3. PROTECTION OF CLIENTS' PERSONAL INFORMATION

Sanlam Private Wealth warrants that it unreservedly complies with all applicable law relevant to the protection and processing of clients' personal information, including data.

4. UNDERTAKINGS AND WARRANTIES

- 4.1 For purposes of using SPWEA, you unconditionally undertake and warrant that:
 - 4.1.1 you are who you claim to be, and are able to immediately prove your identity should Sanlam Private Wealth require you to do so; and
 - 4.1.2 all information that you provide will always be current, complete and accurate.
- 4.2 While Sanlam Private Wealth will endeavour to provide accurate information on SPWEA, the information is provided without any express or implied warranty that it is complete or accurate and the onus is on you to verify all information before execution.

5. ELECTRONIC SIGNATURES, COMMUNICATION AND RECORDS

By using SPWEA you:

- 5.1 consent to receiving formal communication from Sanlam Private Wealth via SPWEA;
- 5.2 unconditionally agree that all agreements, notices, disclosures, and other formal communication sent by Sanlam Private Wealth via SPWEA satisfy any legal requirements that such information ought to be in writing;
- 5.3 with the full knowledge of the risks associated with conveying information via electronic means, nevertheless authorise Sanlam Private Wealth to act on information sent to it by you via SPWEA;
- 5.4 acknowledge that Sanlam Private Wealth, in its sole discretion, may retain and store your records via SPWEA;
- 5.5 agree that the aforesaid records will constitute rebuttable proof of signatures and content therein;



- 5.6 acknowledge that Sanlam Private Wealth, in its sole discretion, may maintain a log of your usage of SPWEA, including access to and use of information, services, electronic transactions, secure applications or websites; and
- 5.7 accept that any email or text communication sent to you at your designated email address or designated mobile contact number (as per Sanlam Private Wealth's records) for purposes of SPWEA will be regarded as having been received by you when it enters an information system outside the control of Sanlam Private Wealth.

6 LIABILITY

Sanlam Private Wealth will not be responsible for any loss or damage, whether direct or indirect, incurred by you or any third party that may be attributable to your use of, negligent use of or reliance upon, any content displayed on or conveyed via SPWEA.

7 BREACH

Sanlam Private Wealth reserves the right to refuse you further access to SPWEA and to deem you to have materially breached these Terms of Use if:

- 7.1 you breach any one or more of the Terms of Use, as may be amended from time to time; or
- 7.2 Sanlam Private Wealth is unable to authenticate any information that you furnish to it via SPWEA; or
- 7.3 Sanlam Private Wealth reasonably believes that you are conducting activities that are illegal or abusive, that threaten the integrity of SPWEA, or that may bring Sanlam Private Wealth into disrepute.

8 INDEMNITY

You agree to indemnify and hold harmless Sanlam Private Wealth and any member of the Sanlam Group from and against all losses, expenses and costs (including attorney and own client costs), resulting from your failure to adhere to these Terms of Use.

9 JURISDICTION AND APPLICABLE LAW

- 9.1 These Terms of Use shall be construed and governed by the laws of the Republic of South Africa in English.
- 9.2 By using SPWEA you consent to the jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town) in respect of any dispute arising from the implementation of these Terms of Use.

10 WITHDRAWAL OF YOUR CONSENT TO USE SPWEA

You may withdraw your consent to use SPWEA at any time and with immediate effect simply by providing written notification to your Sanlam Private Wealth portfolio manager.

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