

Financial Services Provider (FSP)/Financial Adviser Online Registration Form



M&G South Africa Collective Investment Scheme funds are managed by MandG Investments Unit Trusts South Africa (RF) Ltd (Registration number: 1999/005242/06) (the Manager), an authorised Manager in terms of the Collective Investment Schemes Control Act (“CISCA”). The M&G life products are underwritten by MandG Investments Life South Africa (RF) Ltd (Registration number: 2008/013338/06) (M&G Life) an approved linked long-term insurer in terms of the Insurance Act. All M&G Namibia Unit Trust funds are managed by MandG Investments Unit Trusts (Namibia) Ltd (Registration number: 2007/609), an approved Management Company in terms of the Unit Trusts Control Act, 1981. All assets of the M&G SA group of companies are managed by MandG Investment Managers (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199). These companies are herein collectively called “M&G Investments”.

Our contact details

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Namibia: +264 61 256 166

Email: info@mandg.co.za

Web: www.mandg.co.za

Postal address:

PO Box 23167

Claremont

7735

Physical address:

7th Floor, Protea Place

30 Dreyer Street

Claremont

When and how to complete this form

- If you would like to apply for access to M&G Online.
- If you would like to grant your assistant access to M&G Online.
- This form must be signed by an Authorised Individual [authority to act on behalf of the Financial Services Provider (FSP)].
- By signing this form you have read and agree to the Terms and Conditions included in this application form.
- Information written outside of the relevant fields will not be considered when processing your application.
- All fields are mandatory.

Document checklist

This completed, signed and dated application form

What happens next

- Please e-mail a copy of this completed and signed application form a to instructions@mymandg.co.za.
- Processing can only happen once all the necessary documentation has been received.

1 FSP details

Existing M&G FSP number

FSP license number

Registered name

Trading name

2 Financial Adviser details

Existing M&G Financial Adviser number

Title First name(s)

Surname

Nationality Date of birth

ID number (Passport number if foreign national) Passport expiry date

Telephone + / - Telephone + -

Facsimile + / - Cellphone + -

Email address

3 Assistant details

Title First name(s)

Surname

ID number (Passport number if foreign national) Passport expiry date

Telephone + / - Cellphone + -

Email address

4 Secure online access

Please indicate which level of access you require

Do you require require online access? Financial Adviser access FSP access

Do your assistant require online access? Financial Adviser access FSP access

5 Declaration

By signing this form, you confirm that:

- You acknowledge that your recognition by M&G Investments will be based on the information provided in the **FSP and Financial Adviser Application Form**.
- You have read and accept the latest terms and conditions relating to your client’s investments available on our **website**.
- By granting your assistant online access, it limits both you and your clients right to privacy and will not hold M&G Investments responsible for any claims arising from this.
- The information that you have provided in this form is true and correct.

Signature of Financial Adviser

Place

Date

Authorised Individual 1 of FSP

Full name of Authorised Individual

Capacity

Signature of Authorised Individual

Place

Date

Authorised Individual 2 of FSP

Full name of Authorised Individual

Capacity

Signature of Authorised Individual

Place

Date

Authorised Individual 3 of FSP

Full name of Authorised Individual

Capacity

Signature of Authorised Individual

Place

Date

Authorised Individual 4 of FSP

Full name of Authorised Individual

Capacity

Signature of Authorised Individual

Place

Date

Online terms and conditions

1 Definitions and interpretation

1.1 Definitions

For the purposes of these Terms, unless otherwise indicated by the context -

- 1.1.1 "Access Information" shall have the meaning ascribed thereto in clause 5.1.1;
- 1.1.2 "Client Service Centre" means the M&G Investments telephone support centre through which the User may contact a consultant of M&G Investments;
- 1.1.3 "Electronic Communication" means any text, voice, sound, image or video message sent over an electronic communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient or on the recipient's behalf;
- 1.1.4 "Instruction" means an instruction given or written request made by a User to M&G Investments via an Online Account in order for M&G Investments to perform a transaction relating to the Online Services;
- 1.1.5 "Loss" means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) and "Losses" shall have a corresponding meaning;
- 1.1.6 "Online" means all activity performed by the User via the Website; including the M&G Investments Assist and chat functionality;
- 1.1.7 "Online Account" means a User's account, accessed via the Website, and through which the User accesses and utilises the Online Services, and which encompasses the Access Information and rights of permission of a User;
- 1.1.8 "Online Services" means the online financial services and/or products offered by M&G Investments on the Website;
- 1.1.9 "Online Session" means the uninterrupted period during which the User has access to the Online Services from time to time;
- 1.1.10 "Personal Information" has the meaning as defined in the POPI Act;
- 1.1.11 "POPI Act" means the Protection of Personal Information Act No.4 of 2013;
- 1.1.12 "M&G Investments" means MandG Investments Southern Africa (Pty) Ltd (registration number 1993/004503/07) and includes all subsidiaries, affiliates and related entities; including MandG Investments Unit Trusts South Africa (RF) Ltd (registration number 1999/005242/06), MandG Investment Managers (Pty) Ltd (registration number 2013/051515/07), MandG Investments Life South Africa (RF) Ltd (registration number 2008/013338/06), MandG Investments (Namibia) (Pty) Ltd (registration number 1996/185) and MandG Investments Unit Trusts (Namibia) Ltd (registration number 2007/609)
- 1.1.13 "User" means any person, including any client of M&G Investments, who consents to or who is authorised to use the Online Services, and who shall be bound by these Terms;
- 1.1.14 "Website" means the website found at www.mandg.co.za, and www.mymandg.co.za on which M&G Investments provides the Online Services from time to time;

1.2 Interpretation

In these Terms, unless otherwise indicated by the context -

- 1.2.1 Words importing one gender shall include the other genders, words in the singular shall include the plural and vice versa and natural persons shall include created entities.
- 1.2.2 Clause headings have been inserted for convenience only and should not affect your interpretation of the Terms.
- 1.2.3 The rule of construction, that these Terms must be interpreted against the party responsible for the drafting or preparation of the Terms does not apply.
- 1.2.4 The use of the words "include" or "including" in these Terms followed by a specific example/s shall not be construed or interpreted as limiting the meaning of the general wording preceding it.

2 Acceptance and application of terms

- 2.1 This document sets out the terms and conditions ("Terms") pertaining to the User's access and use of the Online Account and the Online Services, as well as use of the Website. These Terms constitute a contract between the User and M&G Investments, and shall at all times govern the User's access and use of the Online Service and the Online Account.
- 2.2 A User may not access his/her Online Account or use the Online Services unless he agrees to abide by the Terms. Each time the User logs in to the Online Account or accesses the Online Services, the User shall be deemed, by such access and/or use, to have accepted and be bound by these Terms. Accordingly, it is very important that the User reads these Terms and any other documents referred to herein very carefully.
- 2.3 Should the User not accept these Terms or if the User disagrees with any of these Terms, then the User must immediately refrain from accessing the Website and the Online Account, and/or using the Online Services.

3 Important provision in these terms

These Terms contain specific provisions which limit M&G Investments' exposure to legal liability and in certain circumstances allocate risk or liability to the User. Some of these provisions do have the effect of limiting the User's rights in law and conferring obligations on the User by virtue of the User's agreement to these Terms. Please pay particular attention to these provisions since they limit the User's ability to recover Losses that the User may incur in connection with its use of the Online Services and/or this Website.

4 Amendments to these terms

- 4.1 M&G Investments may in its sole discretion amend and/or substitute any of, or the whole of, these Terms from time to time, which amended or new Terms will be posted on the Website. The User acknowledges that by the User accessing the Website and/or the Online Account from time to time, the User agrees to be bound by the current version of Terms and, unless otherwise stated in the current version, all previous versions shall be superseded by the current version of the Terms.
- 4.2 Without derogating from the foregoing and without imposing any obligation on M&G Investments whatsoever, M&G Investments reserves the right to notify User's of any amendment of the Terms either by means of Electronic Communication (including email or SMS) or by posting a notice on the Website.

5 Access to and security of online account

5.1 Accessing the Online Account

- 5.1.1 In order for a User to access the Online Account and/or make use of the Online Services, the User will be provided with a username and be requested to create a secure password which is unique to the User ("Access Information").
- 5.1.2 When establishing and thereafter when accessing an Online Account, and/or when using the Online Services, the User undertakes that he will use only accurate and truthful information about himself/herself and will not imitate any other person or assume a false identity.
- 5.1.3 The Access Information serves as its key to access its Online Account and/or the Online Services. Each time the User accesses the Website to login to his/her Online Account for the purposes of utilising the Online Services, the User will be prompted to enter his/her Access Information. A unique log-in identifier will be automatically delivered to the User by M&G Investments by means of a real time SMS to the User's mobile phone. The Access Information and unique log-in identifier will be required to successfully login in to the Online Account.
- 5.1.4 Should the User not receive the unique log-in identifier within 5 (five) minutes of having logged into the Online Account, the User is required to immediately contact the Client Service Centre in order to determine and rectify the failure. Thereafter M&G Investments will arrange for another PIN to be delivered to the User.
- 5.1.5 Where applicable, the User must inform M&G Investments of his/her new mobile number without delay. In the event that the User fails to inform M&G Investments of his/her new mobile phone number, the User authorises M&G Investments to treat all transactions as having been lawfully performed by or on behalf of the User and for M&G Investments to duly give effect to any Instruction. The provision of this clause shall apply irrespective of the fact that the User's mobile phone malfunctions or is disabled, lost or stolen.

5.2 Security Provisions relating to the Access Information

- 5.2.1 User accepts and understands that he is at all times responsible for the security of the Access Information. The User undertakes to ensure that the Access Information is neither easily accessible nor disclosed to anyone. To this extent, M&G Investments shall not be liable for any Loss arising from the unauthorised use of the Access Information, or as a result of the User having lost or forgotten his/her Access Information. Storing the Access Information on a computer or network will be regarded as prima facie negligent for purposes of evidence with regard to unauthorised transactions.
- 5.2.2 Should the User experience any difficulty logging into his/her Online Account or should the User have lost or forgotten his/her Access Information, the User must please contact the Client Service Centre for assistance.
- 5.2.3 If the User forgets his/her Access Information, the User will not be able to access his/her Online Account until such time as the User has obtained or created new Access Information.
- 5.2.4 In the event that a User becomes aware or reasonably suspicious that the secrecy of his/her Access Information has been or will soon be compromised in any way; or that any unauthorised third party knows of and has accessed the Online Account and has submitted a fraudulent Instruction, or any other breach of security, the User must immediately contact the Client Service Centre. On receipt of the User's notification, M&G Investments shall –
- 5.2.4.1 reactivate the Access Information and the User will be required to change his/her Access Information; and/or
- 5.2.4.2 reject or suspend the processing of any Instruction received after the User's notification, provided that all required documentation has been completed and submitted to M&G Investments.
- 5.2.5 Any delay in providing notification as set out in 5.2.4, shall be presumed to be prima facie proof of negligence on the part of the User, and the User shall bear the onus of proving the contrary.
- 5.2.6 Where there has been or suspected to have been fraudulent access to, or a fraudulent Instruction submitted via the Website, the User will give M&G Investments his/her full co-operation in any investigation M&G Investments may carry out.
- 5.2.7 The User shall be obliged to log off from the Online Account and/or Online Services before exiting the Online Session. Failure to log off could result in unauthorised transactions for which M&G Investments will not be held liable.
- 5.2.8 M&G Investments may, in its sole discretion, and for any reason whatsoever require a User to change his/her Access Information from time to time, and the User undertakes to comply with such requirement unconditionally.
- 5.2.9 Notwithstanding the aforesaid, by registering or entering his/ her Access Information when using the Website and/or the Online Services, the User agrees –
- 5.2.9.1 to use the Website and the Online Services solely for legitimate purposes;
- 5.2.9.2 not to use any other person's Access Information without their prior written consent, which consent must be complete, accurate and held on record with M&G Investments;
- 5.2.9.3 to assume and bear full responsibility for all risks arising out of the use of the Website and the Online Services and any other person using the Access Information of the User; and
- 5.2.9.4 that M&G Investments will not be responsible for Losses incurred by the User relating to, without limitation, (i) the use of the User's Online Account by any person other than the User, (ii) arising as the result of abuse, misuse or unauthorised use of the Access Information of the User or (iii) any other negligent act or omission by the User, and furthermore the User accepts that he will be personally liable for all transactions concluded on the Online Account of the User.

6 Locking an online account

M&G Investments reserves the right to lock an Online Account at any time without notice. The reason/s for this may include (but are not limited to) that –

- 6.1 the Access Information is entered incorrectly 3 (three) times in succession;
- 6.2 M&G Investments are notified and/or suspect that the secrecy of the Access Information has been compromised; and/or
- 6.3 M&G Investments is notified and/or suspect that there may have been fraudulent access of an Online Account.

7 Availability of the website, online account and the online services

- 7.1 M&G Investments shall use its best endeavours to ensure that the Website, the Online Account and the Online Services are continuously available to the User.
- 7.2 M&G Investments shall at all times and for whatsoever reason, have the sole and exclusive right to temporarily or permanently suspend or terminate the operation of or the User's access to the Website, Online Account and/or the Online Services without any prior notification or giving any reasons for such termination or suspension.
- 7.3 The User hereby acknowledges and accepts that the Website, the Online Account and the Online Services may become unavailable from time to time due to various circumstances, which may include –
- 7.3.1 routine maintenance and software upgrades - M&G Investments will try to ensure that this does not take place on business days between 6am and 7pm South Africa Standard Time;
 - 7.3.2 unavailability of telecommunications or electricity services;
 - 7.3.3 security concerns;
 - 7.3.4 technical failures;
 - 7.3.5 problems with the M&G Investments' information technology system or third party information technology systems; or
 - 7.3.6 other circumstances beyond the control of M&G Investments.
- 7.4 Where possible, M&G Investments will attempt to notify the User in advance of any significant downtime in the operation of the Website, the Online Account and/or the Online Services.
- 7.5 M&G Investments shall not be held liable for any Loss incurred, suffered, caused or arising from any interruption, malfunction, downtime (the unavailability) or other failure of the Website, the Online Account, the Online Services (either in part or as a whole), or the M&G Investments systems or databases, for any reason whatsoever.

8 The transmission of personal information

- 8.1 M&G Investments shall do all such things as are reasonably necessary to (i) protect the User's rights of privacy while using the Website, the Online Account and the Online Services and (ii) ensure the confidentiality of any Personal Information (including the Access Information) provided to or collected by M&G Investments when accessing the Online Account.
- 8.2 However, the User acknowledges and agrees that information transmitted via Electronic Communication is susceptible to unlawful access and/or monitoring. M&G Investments does not warrant and cannot guarantee the security of confidentiality of any information which the User may provide to M&G Investments by Electronic Communication. Information which the User transmits to M&G Investments in this manner is entirely at the User's own risk, and under no circumstances will M&G Investments be held responsible or liable for any Loss, harm or damage suffered by the User as a result thereof. M&G Investments reserves the right to request independent verification of any information transmitted via the Website, the Online Account or by email, and the User consents to such verification in the manner M&G Investments deems necessary.
- 8.3 If a User needs to send such information to M&G Investments and is concerned about the security of this information, the User must please contact M&G Investments and M&G Investments will advise the User of the most appropriate transmission method.

9 Security of information

- 9.1 The User consents to M&G Investments, in its sole discretion, recording and processing the User's electronic records (comprising of the Personal Information of the User), which may be used by M&G Investments and any other member of the M&G Investments group of companies, and shall be subject to applicable privacy and data protection legislation and M&G Investments' Privacy Policy. The Privacy Policy is incorporated into these Terms by reference and shall bind the User and M&G Investments.
- 9.2 By registering an Online Account, accessing the Online Account and utilising the Online Services, the User provides Personal Information to M&G Investments. All Information held by M&G Investments and M&G Investments' use of such Personal Information will be in compliance with applicable privacy and data protection legislation, and M&G Investments' Privacy Policy. The Privacy Policy sets out further information on how M&G Investments collects, processes, shares and protects the Personal Information of the User.
- 9.3 Insofar as sharing of Personal Information is concerned, all Personal Information supplied to or collected by M&G Investments is kept strictly confidential and will not be passed onto or sold to third parties without the User's written consent. Notwithstanding the aforesaid, M&G Investments will disclose or report Personal Information (i) if and when required to do so by law (in the Republic of South Africa) or any regulatory authority, and (ii) to our employees or agents who require such information to carry out their duties. M&G Investments undertakes that before such Personal Information is disclosed to any of its employees or consultants, such persons shall be advised of M&G Investments' Privacy Policy.

10 Submitting instructions

- 10.1 When a User submits an Instruction via its Online Account, the User warrants that –
- 10.1.1 all information provided and all supporting documents signed by the User (if applicable) in connection with the Instruction, is current, accurate, true, and complete;
 - 10.1.2 the User is legally capable, entitled and authorised to submit the Instruction; and 10.1.3 the User complied with all applicable statutory provisions.
- 10.2 All your Instructions will be deemed to have taken place at M&G Investments' head office in Cape Town, South Africa.
- 10.3 M&G Investments is entitled to, and shall, regard all Instructions received from the User (as submitted through the Access Information) as actually originating from and authorised by the User and to act on such Instruction. This will not apply to instructions that are submitted after the User requests that M&G Investments cancels such Access Information.
- 10.4 Under no circumstances shall M&G Investments be held liable for any actions taken on unauthorised Instructions.
- 10.5 The User acknowledges and agrees that the Instruction becomes irrevocable once submitted to and received by M&G Investments. Unless otherwise specified, an Instruction is deemed to have been submitted once the User has positively indicated his/her verification of the instruction by means of the functionality available on the Website or his/her mobile phone, whichever is applicable. An Instruction will be deemed to be received by M&G Investments when the communication is received on our web server.

- 10.6 M&G Investments shall not be liable for the User executing and/or submitting:
- 10.6.1 the same Instruction more than once, and neither Instruction shall be reversible; and/or
 - 10.6.2 an incorrect Instruction, and the incorrect Instruction shall not be reversible
- 10.7 Subject to 10.8, M&G Investments will use reasonable endeavours to carry out the Instruction/s received through the Online Account in a prompt and timeous manner. If M&G Investments receives an instruction on a weekend or public holiday, M&G Investments will start processing it on the next business day. However, M&G Investments shall not be responsible, and disclaims all liability for, any claims arising from the late or delayed attendance by M&G Investments to an Instruction, it being agreed that all Instructions are issued solely at the User's own risk.
- 10.8 M&G Investments reserves the right to reject or suspend the execution of an Instruction at any time should the Instruction appear suspicious or out of the ordinary to M&G Investments. On so rejecting or suspending an Instruction, M&G Investments undertakes to contact the User within a reasonable period of time and to verify the Instruction by such means as M&G Investments may determine, in its sole discretion.
- 10.9 M&G Investments shall not be held liable for, and the User hereby indemnifies and holds M&G Investments harmless against, any and/or all Loss suffered by the User or any third party as a result of M&G Investments acting, or failing to act, on incomplete and/or incorrect and/or unauthorised Instructions, or in the event that there is a delay in the processing of any Instruction, except where the delay is solely attributable to gross negligence on M&G Investments' part.

11 Signature and authority by client

- 11.1 Using the Access Information represents a valid and binding electronic signature and therefore forms the basis for M&G Investments to –
- 11.1.1 enable the User to access the information permitted by the Online Account; and
 - 11.1.2 act on any Instruction/s given during an Online Session.
- 11.2 The submission of an Instruction using the Access Information shall constitute and have the same effect as a written, signed authority delivered to M&G Investments.

12 Equipment and software to use the online services

- 12.1 To be able to access and utilise the Online Account and the Online Services, the User must have and maintain the necessary hardware, software and access to third-party communication services.
- 12.2 User will be responsible for paying the cost of this and the cost of any upgrades that the User may require to access and utilise the Online Account and the Online Services. The User will be responsible for paying the relevant network or wireless and data service charges that the User incurs when using the Online Account and Online Services via the User's chosen communication device.
- 12.3 The User is at all times responsible for the equipment that the User makes use of to access the Online Account or utilise the Online Services. The User acknowledges and agrees that M&G Investments has no control over such equipment, software or service providers, and accordingly, M&G Investments shall not be responsible for any error or delay that may arise as a result, and neither shall M&G Investments be responsible if the User is unable to access his/ her Online Account or utilise the Online Services because of the User's equipment, software or any related services provided to the User by any third parties.

13 Linking to and from third party websites and third party content

- 13.1 M&G Investments may provide links to third party websites (external hyperlinks) on the Website or the Online Account. These links are provided to the User for convenience purposes only and M&G Investments does not endorse such linked websites or the contents. These web pages are beyond the control of M&G Investments, accordingly the User acknowledges and agrees that M&G Investments is not responsible for and gives no warranties or makes any representations in respect of the content, privacy policies or practices of such linked or any third party websites on this Website. The User is entirely responsible for identifying and familiarising itself with any terms of use which shall govern the relationship with the third party.
- 13.2 The User agrees that M&G Investments shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any Loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website or the Online Account. Any dealings that a User may have with any linked websites, including advertisers, found on the Website are solely between the User and the third party site, and are entirely at the User's own risk.
- 13.3 No person shall be entitled to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to this Website or any subsidiary pages, without the prior written consent of M&G Investments.

14 Security of online services

- 14.1 In order to ensure the security and reliable operation of the Website, the Online Account and the Online Services, M&G Investments hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 14.2 The User acknowledges and agrees that it may not utilise the Website, the Online Account and/or the Online Services in any manner which may compromise the security of M&G Investments' networks or systems in any manner whatsoever. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should M&G Investments suffer any damage or Loss, then civil damages shall be claimed by M&G Investments against the User.

15 Intellectual property rights

- 15.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them –
- 15.1.1 “copyright” means whether existing now or in the future, in and to, the Website and the Online Service including without limitation, designs and documentation relating thereto;
- 15.1.2 “intellectual property rights” means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence by M&G Investments, including without limitation, M&G Investments’ rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trade marks, trade names, styles, insignia, designs, patents and copyright relating to the Website and the Online Services, whether registered or not.
- 15.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, private information, designs, agreements, and multimedia works, published on or via the Website and/or the Online Services, are the property of, or are licensed to, M&G Investments and as such are protected by both national and international intellectual property laws (legislation and treaties). Accordingly, any unauthorised copying, reproduction, retransmission, distribution, disseminating, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright.
- 15.3 Nothing contained on the Website should be constituted as granting any license or right to use any trade mark, logos or service marks without the written permission of M&G Investments.
- 15.4 Irrespective of the existence of copyright, the User acknowledges and agrees that M&G Investments is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes proprietary or confidential information or not, and that the User has no right, title or interest in any such material.
- 15.5 In the event that the Online Services or part thereof are provided under licence to M&G Investments from third parties, use of that part of the Online Services shall bind the User to any additional terms that M&G Investments or such third party shall notify the User from time to time.

16 Warranty

- 16.1 The User warrants to M&G Investments that it (i) has the requisite legal capacity to access and make use of the Online Services; (ii) has complied with all applicable statutory provisions; and (iii) has read, understood and accepted these Terms.
- 16.2 These Terms evidence the sole terms and conditions governing the User’s access to the Website and the Online Account, and use of the statements or representations of whatever nature and in whatever form, granted or made by M&G Investments, its employees, agents or advisors which are not evidenced in the Terms shall not be valid and enforceable and the User shall not hold M&G Investments liable to any such warranty or representation, whether made prior to, during or after accepting the Terms.

17 Disclaimer relating to professional advice

- 17.1 M&G Investments does not act as the User’s financial advisor. It is expressly recorded and agreed that the Online Service or any other service/s available
- 17.2 on or via the Website, or any materials or information published on the Website, are only intended to provide general information regarding M&G Investments and the Online Services, and does not constitute legal, financial, accounting, tax, investment, consulting or other professional advice of any nature whatsoever.
- 17.3 Prior to investing, the User acknowledges and agrees that he/she has read the latest relevant product information and is aware of the risks and fees associated with their investment choice.

19 Limitation of liability, disclaimer and indemnity

- 18.1 The User acknowledges and agrees that the Online Services, and any materials, information or content on the Website are provided “as is” and M&G Investments makes no express or implied representations or warranties of any kind with regard thereto.
- 18.2 Without limiting the generality of the foregoing –
- 18.2.1 M&G Investments does not warrant that the Website or that the Online Services will be error-free or that they shall meet any particular criteria of performance or quality. M&G Investments expressly disclaims all implied warranties, including without limitation, warranties of merchantability, completeness, fitness for a particular purpose, non-infringement, compatibility, security, integrity and accuracy;
- 18.2.2 whilst M&G Investments has taken reasonable measures to ensure the integrity of the Website, its contents and the Online Services, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website and/ or the Online Services are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the User’s system;
- 18.3 Neither M&G Investments, any company in the M&G group of companies, its shareholders, agents, consultants or employees will be liable for any Loss or damages whatsoever relating to the use by any person, including Users, of the Website, or the Online Services or the information contained therein, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise. Without derogating from the generality of the foregoing, M&G Investments shall not be liable for –
- 18.3.1 any Loss or damages with regard to User data or other data directly or indirectly caused by malfunction of the M&G Investments system, power failures, unlawful access to or theft of data, computer viruses, or programming defects;
- 18.3.2 any interruption, downtime or other failure of goods or services provided by third parties, including, without limitation, any telecommunications service providers, internet service providers, electricity suppliers, local authorities and certification authorities.
- 18.4 M&G Investments shall not be liable to the User for any Loss or damages arising from any unauthorised use of the Online Account or the Online Services, whether as a result of fraud, the theft of any of the User’s equipment or as a result of any compromise to the confidentiality of the Access Information, and the User indemnifies M&G Investments accordingly.
- 18.5 The User hereby indemnifies M&G Investments and agrees to hold harmless M&G Investments (including the director’s, employees, agents, consultant’s and advisors of M&G Investments) against any and/or all Loss or damages, suffered or incurred by M&G Investments or instituted against M&G Investments as a direct or indirect result of –
- 18.5.1 the User’s access to and use of the Website, the Online Account and/or the Online Services;
- 18.5.2 the User’s failure to comply with these Terms;
- 18.5.3 the User’s misuse or abuse of any of M&G Investments’ information;
- 18.5.4 the use or possession of any third party software, programs and support services supplied by, obtained by or modified by the User or any third party; or
- 18.5.5 any unavailability of, or interruption in, the Online Services;
- 18.5.6 the provision of incorrect, inaccurate, incomplete or fraudulent information in any Instruction.

19 Breach; cancellation by M&G Investments

- 19.1 M&G Investments is entitled, without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such User use and access of the Website, the Online Account and/or the Online Services, should -
- 19.1.1 a User breach any of these Terms, or have acted in a manner which, in the sole discretion of M&G Investments, shows that the User does not intend to, or is unable to comply with the provisions of the Terms; or
 - 19.1.2 a User damages or harms in any way the reputation of M&G Investments;
 - 19.1.3 a User infringe any legislation, regulation, ordinance or other applicable law;
 - 19.1.4 M&G Investments be required to terminate the Terms by reason of law (for example, where the provision of the Online Services to the User is, or, becomes unlawful); or
 - 19.1.5 the provision of the Online Services is or becomes, in M&G Investments' reasonable opinion, no longer commercially viable.
- 19.2 Breach of these Terms entitles M&G Investments to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to M&G Investments on an attorney and own client scale.

20 Force majeure

In the event of any failure, interruption or delay in the performance or breach of M&G Investments' obligations hereunder, including, without limitation, the obligation to accept Instructions through the Online Account, resulting from acts, events or circumstances not within M&G Investments' control (including but not limited to acts of God, industrial disputes, acts or regulations of government bodies and authorities or of any investment exchange or clearing house or the breakdown, failure or malfunction of any telecommunications systems, or computer hardware, software or services, including electrical power failures or interruptions and the failure of any agent or third party provider to M&G Investments), then M&G Investments shall not be liable to the User or any other person in respect of any direct, indirect or consequential liability, Loss, damage or cost of any kind or nature.

21 Governing law and jurisdiction

- 21.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 21.2 The User hereby consents to the exclusive jurisdiction of the Western Cape High Court of South Africa in respect of any disputes arising in connection with the Website, the Online Services, the Online Account, these Terms or any matter related to or in connection therewith. Where a dispute is heard in the Western Cape High Court of South Africa, the User agrees that any costs awarded against the User be awarded or paid on the High Court Scale.

22 General compliance with laws

Without prejudice to any other provision set out in these Terms, the User undertakes that he shall at all times comply with all applicable laws, statutes, ordinances and regulations of the Republic of South Africa pertaining to the User accessing the Website or the Online Account and/or the User's use of the Online Services or any related services provided by M&G Investments.

23 Cession and assignment

Neither party shall be entitled to cede, assign, transfer or delegate all or any of its rights, obligations and/or interest in, under or in terms of these Terms to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that M&G Investments may effect such cession, assignment, transfer or delegation to any company in the M&G Group without the consent of the User.

24 Severability

If any provision in these Terms is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of these Terms, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction. For the avoidance of any doubt, the remaining Terms shall be enforced to the full extent of the law and remain binding on the User and M&G Investments.

25 Whole agreement

These Terms constitute the entire agreement between the User and M&G Investments relating to the subject matter hereof, and no agreement, representations or warranties between the User and M&G Investments other than those set out herein are binding on the User and M&G Investments.

26 No variation

No change, cancellation of, or addition to these Terms by you will be enforceable, unless put in writing and signed by both the User and M&G Investments.

27 Waiver

The failure of M&G Investments to exercise or enforce any right or provision of these Terms, in particular with respect to a breach by you or others of these Terms, does not constitute a waiver of such right or provision, nor does it constitute a waiver to act with respect to similar or subsequent breaches.