

General Terms and Conditions

Thank you for visiting our website. Before you go any further it is important that you read and understand these general terms and conditions under which you'll use the site ("Terms & Conditions").

Who we are

This site, www.methodical.co.za ("Site"), is owned and operated by Methodical Investment Management (Pty) Ltd ("us", "we", "our" or "Methodical"), a public company registered in the Republic of South Africa under registration number 2010/011976/07, with its registered business address at 3 Cardiff Castle, 58 Main Street, Newlands 7700.

In our dealings with you, we are bound by Codes, such as the General Code of Conduct for Authorised Financial Services Providers and their Representatives, 2003 (as amended) and the Association of Savings and Investments South Africa ("ASISA") which can be accessed by you [here](#).

You can contact us at: 021 200 5920 or alpha@methodical.co.za

Acceptance

You acknowledge and agree that access to this Site is provided only in accordance with these Terms & Conditions.

By using the Site, you indicate that you have read these Terms & Conditions, that you accept that these Terms & Conditions are binding on you and that you agree to abide by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not make use of this Site.

Online Services

You acknowledge and agree that our online services are subject to registration procedures and approvals, which we may accept or reject at our sole discretion. These online services are governed by separate terms and conditions that are available on the relevant sections of this Site where the relevant online services are provided.

You further acknowledge that, in the event of conflict between the conditions applicable to particular online services offered on this Site and the provisions of these Terms & Conditions, the provisions of the online services' terms will take precedence.

Nature of Information on the Site

All information on this Site is only intended to provide you with general information about us, our products, services and objectives. Nothing on this Site should be treated as an offer but merely as an invitation to do business with us.

We may provide information on this Site from time to time on:

the plans, objectives and/or projections of the company for future operations; future economic performance; and investment products.

You acknowledge that such information may only be estimations and actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on this Site.



Your Privacy and Security

Methodical respects users' rights to privacy and confidentiality and consequently undertakes not to sell or exchange Site users' personal information to or with any third party outside of Methodical for any purpose other than the purposes disclosed and detailed in our Privacy & Security Statement.

Amendments to these Terms & Conditions

You acknowledge that we may amend these Terms & Conditions from time to time, at our sole discretion. If we elect to amend these Terms & Conditions, the revised version will be posted on the Site. You undertake to check the Site regularly for any changes we may have made since your last visit to the Site, since any such changes will be binding on you. By using the Site after we have changed or amended these Terms & Conditions, you acknowledge that you will be accepting those changes or amendments.

Information Feeds

We may use the services of other organisations to provide information on the Site. While we do take reasonable care in selecting such other service providers and in monitoring the information they provide on the Site, we make no representations or warranties of any nature (whether express or implied) as to the accuracy, appropriateness or correctness of any such information. You acknowledge and agree that we will not be directly or indirectly liable for any damage that may arise from your reliance on such information.

You acknowledge and understand that all quotes, news, market information or data shown on the Site by way of live information feeds are delayed by at least 15 minutes, unless otherwise stated. You should always select the "refresh" or similar page update function on your internet browser to ensure that the information you are viewing is the most current.

Linked Third Party Sites

This Site may contain links to other websites with information and material produced by other parties. While we take reasonable care to provide links only to reputable websites, we have no control over the content of and on such other websites and we cannot accept responsibility or liability for the information provided on them. You acknowledge and understand that a link from our Site to any other website does not mean that we have authorised or endorsed the owners or administrators of such other website or their business or security practices and operations.

Links to third party websites are provided only for your convenience and you remain solely responsible for complying with the terms and conditions applicable to such third-party websites.

Permission for Hyperlinks

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Site or any subsidiary pages before receiving our prior written approval, which approval may be withheld or granted subject to the conditions we specify from time to time.

An application for linking must be submitted to alpha@methodical.co.za. Once received, we will do our best to respond and enter into further discussions with you. If you don't get a written response from us within five business days, consider your request as having been rejected.

Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us as permitted by applicable law.

Our Intellectual Property

You acknowledge and agree that we retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the Site. You are authorised to view and download one copy to a local hard drive or disk, and to print and make copies of such printouts, provided that:

the material is used for considering use of the online services and for no other commercial purposes; any reproduction of our proprietary material from this site or portion of it must include our copyright notice in its entirety.

The logos and trademarks shown on this Site are our registered and unregistered trademarks or those of third parties. Nothing on this Site should be interpreted as granting any licence or right to any user or person whatsoever to use any trademark without our prior written permission and/or that of the relevant third parties, as the case may be. You may not, without our prior written permission, use our intellectual property or that of third parties for any other purposes. An application to use our intellectual property must be submitted to alpha@methodical.co.za. Upon receiving your application, we will do our best to respond and enter into further discussions with you. If you don't get a written response from us within five business days, consider your request as having been rejected.

Irrespective of the existence of copyright, you acknowledge that we are the owner of all material on the Site, whether it constitutes confidential information or not, and that you have no right, title or interest in any such material.

Software

You are required to use and maintain hardware and software of sufficient quality and performance capability and to use only the latest versions of your browser (e.g., Explorer, Edge, Firefox, Chrome). Your failure to use these browsers may result in a higher security risk and/or cause some or all of the functionality of the Site not to operate properly or at all.

Software, if any, made available for download on or via our Site is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any and all damage or loss arising from any breach by you of these license conditions. We give no warranty and make no representation, whether express or implied, as to the quality or fitness for purpose of the use of such software.

No warranty, whether express or implied, is given that any files, downloads or applications available via this Site are free of viruses, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

Transmission of Information

You acknowledge and accept that information transmitted via the internet, including e-mail, is susceptible to unlawful access or monitoring. You shall bear all risk of transmitting such information in this manner and under no circumstances will Methodical be liable for any loss, harm or damage suffered by you as a result. Methodical reserves the right to request independent verification of any information transmitted via the website or e-mail.

Termination, Suspension and Limitation

Where we elect to modify, suspend or discontinue the Site, whether temporarily or permanently, we will use our reasonable endeavours, where possible, to provide users with some notice of such modification, suspension or discontinuance. Notwithstanding this undertaking, you acknowledge and accept that we shall be entitled, at any time, to modify, suspend or discontinue the Site and that we will not be liable to you for any damage or loss that you may suffer as a result of this. We may also impose limits or conditions on access to certain services, features or functions and we may restrict access to parts of or all of the services on the Site.

No Warranties or Representations

We do not warrant that the Site or any of the online services will be error-free or that they will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.

We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, year 2000-compliance, non-infringement, compatibility, security and accuracy.

Disclaimer and Limitation of Liability

Although we have taken all reasonable care to ensure that the content on this Site is accurate, we (including our affiliates, shareholders, agents, consultants and employees) shall not be responsible for any damage or loss whatsoever that you may suffer as a result of relying on such content, other than damage and loss caused by our gross negligence or wilful misconduct or that of our employees or agents. You acknowledge and understand that use of this Site and the online services is entirely at your own risk. We and our affiliates, shareholders, agents, consultants or employees are not liable for any damage or loss whatsoever relating to your use of this Site or the online services or the information contained on this Site or your inability to use this Site or the online services for any reason other than our gross negligence or wilful misconduct or that of our employees or agents. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

Without detracting from the generality of the above exclusions and limitations of liability, you expressly acknowledge and agree we will not be liable for:

Any interruption, malfunction, downtime or other failure of the Site or online services, our system, databases or any of its components;

Any loss or damage arising from your orders, investment decisions, purchases or disposal of goods and services, including financial instrument(s) or currency, from third parties, based on the information provided on this Site;

Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems, programming defects, negligence on our part or caused by the year 2000 computer problem;

Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers (currently Telkom), internet service providers, electricity suppliers (currently Eskom), local authorities and certification authorities; and/or

Any event over which we have no direct control.

For the avoidance of doubt, these Terms & Conditions do not affect your statutory rights, including any rights under applicable consumer and financial services laws, which cannot be altered by contract.

Governing Law and Jurisdiction

These Terms & Conditions are governed by and shall be interpreted in accordance with the laws of the Republic of South Africa, without reference to any conflict of law provisions.

All transactions and interactions conducted on this Site, whether in whole or in part, shall be subject to South African law and only South African courts shall have jurisdiction to hear disputes arising from such transactions or from these Terms & Conditions. The Terms & Conditions do not, however, restrict, or

purport to restrict, your right to submit a complaint to any other body in terms of applicable law, including consumer and financial services laws which cannot be altered by contract.

Methodical does not subscribe to any alternative dispute resolution code which is applicable to transactions and interactions conducted on or through this Site. In the event that we elect to subscribe to any such dispute resolution code in the future, we will make such code electronically accessible to you.

Capacity to enter into Agreements

You warrant to us that you have the required legal and contractual capacity to enter into and be bound by contractual terms. Minors must be assisted by their legal guardians when reading these Terms & Conditions. If you are unsure whether you have the legal capacity to enter into agreements, you must contact someone able to provide you with this information before you continue using this Site.

Breach

If a user commits any material breach of these Terms & Conditions or uses the online services or in any other manner interacts with the Site in an unlawful or unauthorised manner, Methodical shall be entitled to terminate the user's access to the Site immediately without prior notice and without prejudice to Methodical's other rights in terms of these Terms & Conditions or at law.

Our Address for Notices and Service of Legal Process

Our chosen address for any legal notice is:
3 Cardiff Castle,
58 Main Street,
Newlands, Cape Town
7700

General Provisions

The headings of the clauses in the Terms & Conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the Terms & Conditions.

Where any dates or times need to be calculated in terms of the Terms & Conditions, the international standard time: GMT plus two hours shall be used.

No failure or delay by us to exercise any of our rights under law or in terms of these Terms & Conditions will be interpreted as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these Terms & Conditions or prejudice our rights to take subsequent action against you.

If any provision of these Terms & Conditions is held to be invalid, unlawful or unenforceable for whatsoever reason, the relevant provision will be deleted from the Terms & Conditions and all remaining provisions will continue to be valid to the full extent permitted by law.

If you have any questions or do not understand anything in these Terms & Conditions, please send an email to alpha@methodical.co.za and we will respond to you as soon as possible.