



D i n a m i k a

**Dinamika Fonds Bestuurders [Pty] Ltd**

[Reg. No. 2000/006692/07 & FSP Lis. No. 12693]

**TERMS AND CONDITIONS**

**Dinamika Finansiële Dienste [Pty] Ltd**

[Reg. No. 2004/034151/07 & FSP Lis. No. 46494]

Dinamika Fonds Bestuurders [Pty] Ltd is a Financial Services Board (FSB) authorized and approved Discretionary Intermediary Services Provider operating as Fund Managers of its Managed Investment Solutions.

Dinamika Finansiële Dienste [Pty] Ltd is a FSB authorized and approved Financial Advice & Intermediary Services Provider, providing Advice and Intermediary Services to its clients on behalf of a wide range of FSB authorized and approved Product Providers, including the Managed Investment Solutions of Dinamika Fonds Bestuurders [Pty] Ltd.

**1. INTRODUCTION**

The website, [www.dinamika.co.za](http://www.dinamika.co.za) ("website"), is owned and operated by Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd. Both are private companies registered in the Republic of South Africa.

**2. ACCEPTANCE**

You hereby acknowledge and agree that the use of this website is governed by the Terms and Conditions stated hereunder. By using this website you agree that you have read the Terms and Conditions and that you accept them to be binding upon you. We may amend the Terms and Conditions from time to time, in which case amended Terms and Conditions will automatically apply. We therefore recommend that you acquaint yourself with the Terms and Conditions on a regular basis. These Terms and Conditions become effective when you access the site and it governs our respective rights and obligations each time you access the site. If you disagree with the Terms and Conditions, then please don't make use of the site.

Should there be a conflict between any provisions contained in hard copy of a document produced by Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd, whether signed by Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd or not, any portion of the content in this website or any document submitted to Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd through this website, the provision contained in hardcopy of the document produced by Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd will prevail irrespective whether the hardcopy of the document has already been produced or will be produced in the future. This agreement applies in addition to the other relevant Terms and Conditions that govern our relationship with you.

**3. JURISDICTION**

The Terms and Conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

All transactions and interactions conducted in this website 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 and Conditions. The Terms and Conditions don't 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 service laws which cannot be altered by contract.

#### **4. ACCESS AND INFORMATION AND/OR DOCUMENTS PROVIDED**

The website will provide you with the ability to view your personal and investment data as well as to submit information via the website, for example updating your personal information. To register you will have to complete and submit a registration form and/or other documents as Dinamika Finansiële Dienste [Pty] Ltd may require. Dinamika Finansiële Dienste [Pty] Ltd retains the right to request additional information before we accept and process any instructions. Dinamika Finansiële Dienste [Pty] Ltd is entitled to accept all the information provided as accurate and trustful and Dinamika Finansiële Dienste [Pty] Ltd will not enquire as to the authority or identity of any person who access the site or transmits information provided that such access to the website complies with our user access requirements communicated to you based on these Terms and Conditions.

When submitting scanned and other electronic documents, you have to comply with all our requirements. You hereby indemnify Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd and hold Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd harmless from any cost, damage and/or loss from accepting this information and or documents and relying on the content provided.

Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd has to comply with all anti-money laundering and Financial Intelligence Center Act requirements.

Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd may reject and/or reverse any instruction upon reasonable grounds at any time – and if Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd does so, you will have no claim or recourse against Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd for any actual and/or potential loss and/or damages.

Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd will use all reasonable endeavors to provide you with continuous access to the website as well as error free information. Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd cannot guarantee the security of this website and/or any transactions.

However, we will take reasonable measures to ensure the security and accuracy of the information published on this website. There will be periods where the website is closed for maintenance and/or software upgrades – this may happen during office hours. Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd will not be held liable for any loss incurred or suffered arising from any causes whatsoever as a result of any suspension or downtime of the website.

Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd will accept and process information received during South African working days only.

Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd may suspend or terminate your access to the website at any time and without notice.

#### **5. NATURE OF INFORMATION AND DATA PROVIDED**

All information is provided “as is” and should not be treated as professional or any other kind of investment advice. Please consult a financial advisor for any advice. We do make use of the services of other organizations to provide investment information and to update this website. We do not have any control over this information and we do not make any representation or warranties of any nature as to its accuracy appropriateness or correctness.

#### **6. NO OFFER**

No information or content contained in this website should be interpreted as an offer. All of our services offered are subject to signature of the appropriate forms and other related documentation and are governed by our standard terms and conditions. We shall, therefore, not be bound in any way until a formal written agreement had been entered into.

#### **7. ONUS OF PROOF AND RETENTION OF RECORDS**

In the event of a dispute as to information or documents provided to us through the use of the website, Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd will assume that records maintained by Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd are correct unless you are able to prove the

contrary. You accept Dinamika Fonds Bestuurders [Pty] Ltd and/or Dinamika Finansiële Dienste [Pty] Ltd will not be responsible and disclaims all liability for any claims arising from late or delayed attendance, due to technical or connectivity failures outside our control.

## **8. PRIVACY**

Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd respect users' rights to confidentiality and privacy and we will do all things reasonable necessary to protect your rights of privacy whilst using the website.

## **9. DISCLAIMER AND LIMITATION OF LIABILITY**

Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd accept no liability whatsoever from placing any reliance upon any information and/or data obtained from this website for any purpose. Use of this website is entirely at your own risk and you hereby assume full responsibility for using it and any resultant actual or potential consequences, loss and/or damages.

## **10. COPYRIGHT**

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## **11. COMPLAINTS AND DISPUTES**

We will deal with any complaints and queries that you may have in line with our Complaints Policy. Should you have any complaints, please feel free to contact us at [adriaan@dinamika.co.za](mailto:adriaan@dinamika.co.za)

## **12. LINKS TO THIRD PARTY SITES**

This website may contain hypertext links to websites on the Internet which are operated by third parties. Visitors to our website are advised to use caution and discretion when searching or accessing such links. Under no circumstance do we take responsibility for the content and/or services or products offered on third party websites that may be linked to this website and we give no warranty, guarantee and make no representation in respect of such linked websites.

## **Contact Details of Dinamika Fonds Bestuurders [Pty] Ltd and Dinamika Finansiële Dienste [Pty] Ltd**

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