

# **Neex (Pty) Ltd**

## **Website Terms and Conditions**

### Website Terms of Use

#### 1. General

- 1.1. The services provided on [www.neex.com](http://www.neex.com) ("the Website") are offered by Neex (Pty) Ltd, a company incorporated with limited liability under South Africa's Companies Act No. 71 of 2008. Neex (Pty) Ltd is authorised and regulated by the Financial Sector Conduct Authority (FSCA), as an over-the-counter derivative provider and as an authorised financial services provider (FSP No 49937). Our registered address is 146 Sandton Drive, Parkmore, Sandton, 2196, South Africa (registration number 2017/388557/07). Our contact details are: +27 10 140 307 and [info@neex.com](mailto:info@neex.com).
- 1.2. Your access to and use of the Website is subject to these website terms and conditions, our client agreement ("Client Terms and Conditions"), and any notices, disclaimers, or other terms and conditions or statements contained on the Website (referred to collectively as "Terms of Use"). By using the Website, you agree to be subject to the Terms of Use.
- 1.3. By using the Website, you confirm that you accept these Terms of Use and agree to comply with them. If you do not agree to these Terms, you must not use the Website. We recommend that you print a copy of these Terms for future reference.

#### 2. Other Applicable Terms

- 2.1. These Terms of Use refer to the following additional terms, which also apply to your use of the Website:
  - 2.1.1.1.1. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and warrant that all data provided by you is accurate.
  - 2.1.1.1.2. Our Acceptable Use Policy sets out the permitted uses and prohibited uses of the Website.
  - 2.1.1.1.3. When using the Website, you must comply with this Acceptable Use Policy.
  - 2.1.1.1.4. Our Cookie Policy sets out relevant information about the cookies on the Website.

#### 3. Changes to These Terms

- 3.1. We reserve the right to amend these Terms of Use from time to time. Every time you wish to use the Website, please check these Terms to ensure you understand the terms that apply at that time.

#### 4. Changes to the Website

Neex (Pty) Ltd is an authorised financial services provider (FSP No 49937), regulated by the Financial Sector Conduct Authority (FSCA) with registration number 2017/388557/07.

[info@neex.com](mailto:info@neex.com) | +27 10 140 3074 | 146 Sandton Drive, Parkmore, Sandton, 2196, South Africa

- 4.1. We may update and change the Website from time to time to reflect changes to our products, our users' needs, and our business priorities. We will make reasonable efforts to provide you with appropriate notice of any major changes.

## 5. Suspension or Withdrawal of the Website

- 5.1. We do not guarantee that the Website, or any content on it, will always be available or uninterrupted. Under certain exceptional circumstances, we may have no option but to suspend, withdraw, or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 5.2. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- 5.3. The Website is ONLY for users in countries that are able to use our products and services. We do not represent that content available on or through the Website is appropriate for use or available in other locations.
- 5.4. The Website is made available free of charge.

## 6. Account Security

- 6.1. If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential.
- 6.2. You must not disclose it to any third party.
- 6.3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.
- 6.4. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at: [support@neex.com](mailto:support@neex.com)

## 7. Use of Material on the Website

- 7.1. We are the owner or the licensee of all intellectual property rights on the Website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2. You may print off one copy and may download extracts of any page(s) from the Website for your personal use, and you may draw the attention of others within your organization to content posted on the Website.
- 7.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.
- 7.4. Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 7.5. You must not use any part of the content on the Website for commercial purposes without obtaining a license to do so from us or our licensors.
- 7.6. If you print off, copy, or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.

## 8. Disclaimer of Reliance

- 8.1. The content provided on our website is for general information purposes only. It is not intended to constitute advice on which you should rely. Before taking any action based on the content on our site, you must seek professional or specialist advice.
- 8.2. While we make reasonable efforts to ensure the accuracy, completeness, and timeliness of the information on our site, we make no representations, warranties, or guarantees, whether express or implied, regarding the accuracy, completeness, or timeliness of the content.

## 9. External Links Disclaimer

- 9.1. Our website may contain links to third-party websites and resources provided for informational purposes only. These links do not imply approval or endorsement by us of the linked websites or the information you may obtain from them.
- 9.2. We have no control over the content of these linked sites or resources.

## 10. User-Generated Content

- 10.1. Our website may include information and materials uploaded by other users, including bulletin boards and chat rooms. This content has not been verified or approved by us, and the views expressed by other users do not represent our views or values.
- 10.2. If you wish to raise a complaint about user-uploaded content, please contact us at [support.ae@neex.com](mailto:support.ae@neex.com).

## 11. Limitation of Liability

- 11.1. Our liability to you is subject to applicable law and our Client Terms and Conditions. We do not exclude or limit our liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or fraud.
- 11.2. Different limitations and exclusions of liability apply to professional and retail clients, as outlined in our Client Terms and Conditions.

## 12. User-Uploaded Content and Responsibilities

- 12.1. Users uploading content to our site must adhere to our Acceptable Use Policy.
- 12.2. Users warrant that their contributions comply with our standards and agree to indemnify us for any breach of that warranty.
- 12.3. Uploaded content is considered non-confidential and non-proprietary, and users grant us a limited license to use, store, copy, and distribute such content.
- 12.4. We reserve the right to disclose user identities to third parties claiming violation of their rights.

## 13. Viruses and Security

- 13.1. We do not guarantee that our site will be free from bugs or viruses.
- 13.2. Users are responsible for configuring their devices and software to access our site and for using antivirus software.
- 13.3. Users must not introduce malicious material or attempt unauthorized access to our site.

## 14. Linking to Our Site

- 14.1. Fair and legal linking to our homepage is permitted.
- 14.2. Links must not suggest association, approval, or endorsement by us where none exists.
- 14.3. Links must not be established in websites not owned by the linker.
- 14.4. Framing of our site or linking to specific pages requires permission.
- 14.5. We reserve the right to withdraw linking permission.
- 14.6. Linked websites must comply with our Acceptable Use Policy.
- 14.7. For any use of our content beyond permitted linking, contact us at [support@NEEX.com](mailto:support@NEEX.com).