



Terms of Website Use

1. INTRODUCTION

- 1.1 Welcome to Smart Online Trader.
- 1.2 These terms of website use (“terms”) govern your (the User) use and access to this website, <https://vt.smartonlinetrader.com> (“the Website”), the products, and services offered (individually or collectively referred to as “Services”).
- 1.3 Our **Privacy Policy** governs i) who is responsible for the processing, as well as the management and safeguarding of collected and /or processed Personal Information; ii) how your Personal Information may be processed when visiting or using our Website, products, or services; (iii) the type of Personal Information we may process; (iv) other parties we may share the Personal Information we process with; (vi) your rights regarding the Personal Information; and (vii) security measures we employ to protect the Personal Information which we have processed.
- 1.4 These terms and conditions will apply to all visitors, users, entities, or persons interested in making use of our offerings, and by accessing or using our services you agree to have read these terms and agree to be bound by them.
- 1.5 The words “we”; “us” or “our” will refer to Diversit-e Smart Trade College (Pty) Ltd, registration number 2016/305525/07, address Cambridge Park, Block 8, Mezzanine, 5 Bauhinia Street, Highveld Techno Park, Centurion, South Africa, 0169 operates and is the owner of the <https://vt.smartonlinetrader.com> website and the services offered thereon. When using the Website or services, all copyright, protectable interests, and or intellectual rights are vested in Diversit-e Smart Trade College or, where applicable, in their third-party suppliers in terms of a licensing agreement.

2. DISCLAIMER

- 2.1 Ensure that you have read and familiarized yourself with our **Disclaimer**.
- 2.2 The Website may contain hyperlinks to third-party websites. We will not be responsible for the content of, or the services offered by those sites. The hyperlink (s) are provided solely for your convenience and should not be construed as an express or implied endorsement by us of the website(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

3. GENERAL TERMS

- 3.1 The User agrees that it will only use the Website, services, and products under these terms, including any policy, terms, and or conditions incorporated herein by reference.
- 3.2 The User may not use, reproduce, adapt, distribute, publish, or in any other way deal or interfere with the Website, services, or products without obtaining our prior written consent.
- 3.3 The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Website without our prior written consent.
- 3.4 We reserve the right to make changes or modifications, as well as discontinue any aspect of the Website, its content, and/or the products or services offered by or through the Website at any time and without prior notice to the User. No such change, suspension, modification, or discontinuance shall entitle the User to any refund or compensation or give rise to any liability whatsoever.
- 3.5 The User may not post content on the Website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive, or likely to promote and/or incite violence or hatred against others or that contains abusive, offensive or profane language.
- 3.6 If the User chooses or is provided with identification codes, usernames, passwords, or any similar form of identification information as part of the Website's security systems, such User must keep this information secret and confidential and not share such information with any third party. The User shall be responsible for all access to the Website with the User's username and password. When the User's username and password have been used to gain access to the Website, we will be entitled to assume that such use and all related communications emanate from the User. We will not be liable for any loss or damage arising from the unauthorized use of the User's Personal Information. The User shall be obliged to immediately, after becoming aware of any other person's unauthorized access to the User's account or profile, log out of the Website to prevent anyone else from gaining unauthorized access to the User's account or profile.
- 3.7 If the User becomes aware of a breach of the confidentiality of the User's Personal Information or the interference with the lawful processing of said User's Personal Information, the User must immediately communicate this to us in writing. The

compromised User's account, profile, access, and use of the Website will be deactivated as soon as reasonably possible, and a new username and password will be issued to the User. We may, in our sole and absolute discretion and for any reason, require the User to change the User's user identity and password at any time.

3.8 We reserve the right to reserve or restrict the User's access and/or use of the Website and/or products and services to carry out repairs, maintenance, or to introduce new functionality, products, and/or services. We will, however, endeavour to keep any disruption in the use of the Website, the products, and the services to a minimum.

3.9 The User may only use the Website, products, and services for lawful purposes and warrants that it shall not:

3.9.1 other than for the personal and non-commercial use of the User, store on the User's computer or device, or print copies of extracts from the Website, products, and services, and the User may not, other than for its personal and non-commercial use, "mirror" or cache information provided via the Website on its server, or copy, adapt, modify or re-use the text or graphics from the Website without prior written permission from us.

3.9.2 use the Website, products, and services to receive or transmit material, which violates any law or regulation, is in breach of any intellectual property rights, or is otherwise objectionable or unlawful;

3.9.3 use the Website, products, and services for the transmission of "junk mail", "spam", "chain letters", or unsolicited mass distribution of SMS;

3.9.4 use the Website to process Personal Information of third parties;

3.9.5 violate the privacy of any person to, or attempt to, gain unauthorized access to the Website, the products, or the services, including, but without limitation to hacking, password mining,

3.9.6 generally, use the Website or the Services to engage in any illegal or unlawful activity.

3.9.7 impersonate or attempt to impersonate us, any of our employees or representatives, another user, or any other person or entity.

3.9.8 use the Website or the Services for any harmful, fraudulent, or illegal activity;

- 3.9.9 use any automatic device (robot, spider), process, or means to access our Website or the Services for any purpose, including monitoring or copying any of the material.
- 3.9.10 Introduce any viruses, worms, or other material which is malicious or technologically harmful.
- 3.10 Should the User engage in any of the above activities, or breach any of the provisions of these terms we are entitled, without prejudice to any other rights we may have at law or otherwise and without prior notice to the User to:
 - 3.10.1 suspend, restrict, or terminate the User's access to the Website, products, and/or services; and/or
 - 3.10.2 terminate its agreements with the User and recover all costs incurred by us, including, but without limitation, legal costs on an attorney and own client scale.

4. CONTENT

- 4.1 Content found on or through our Website and the Services are our property or used with duly authorized permission. The User may not access, display, use, download, and/or otherwise copy and/or distribute content obtained on the Website or the products and services associated therewith for any purposes other than as provided for in these terms or the purchase sale agreement or online order without our, the publisher or copyright holder thereof's consent.
- 4.2 While using the Services or our Website, you may submit content to us. We take no responsibility and assume no liability for the Content you or any third party share while using the Services. By submitting content while using the Services or our Website, you give permission and grant us the right to use, modify, publicly display, reproduce, and or distribute such content on and through our services. This permission includes the right to share your content, subject to the terms of our Privacy Policy.

5. CONTRACTUAL CAPACITY TO ACT

The User warrants that he/she is at least 18 (eighteen) years of age or has the necessary parental consent and has the necessary contractual and mental capacity to enter and be bound by these terms. Where the User acts on behalf of a juristic person,

the User warrants that he/she has the necessary authority and capacity to enter and bind the juristic person to these terms.

6. ELECTRONIC COMMUNICATIONS

6.1 By using this Website or communicating with us by electronic means, the User consents and acknowledges that any agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User constitutes proper notice to the User.

6.1.1 It is the User's responsibility to inform us of any change in his/her email particulars.

6.2 You agree, by submitting your information that we may contact you for marketing material, newsletters, invitations to events, general communication, and promotions. You may opt-out out receive any- or all of these communications. Please send this written instruction to helpme@smartonlinetrader.com / info@smartonlinetrader.com and you will be 'opted out'. Take note that should you elect to opt-out to some or all of these communications we will not be liable for any information- or communication that you will not receive.

6.3 We are not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor for any delay in its receipt. Always check your junk- or spam folders.

6.4 We employ virus filtering. We cannot guarantee that electronic communication is virus-free.

7. E-COMMERCE TRANSACTIONS OR PURCHASES

7.1 The use of any product or service bought from or used in conjunction with or on this Website is so purchased or used at the User's own risk. The User indemnifies and holds us harmless against any loss, injury, or damages that may be sustained because of using the Website or the products and services associated therewith.

7.2 Should you purchase any of our services or offerings you may be required to submit the information that relates to the purchase.

- 7.2.1 This information may include but are not limited to your payment instruction information. You warrant and represent that you are authorized to submit your card details for payment, in connection with any purchase and that the information you supply is true and correct.
- 7.3 We may make use of third-party services to facilitate and complete your payment instruction when making a purchase. By submitting your information you permit us to provide this information to third parties, and will their and our Privacy Policies apply.
- 7.4 We reserve the right to cancel or refuse your purchase if fraud or an unauthorized or illegal transaction is suspected.
- 7.5 We reserve the right to cancel or refuse your purchase if reasons, including but are not limited to: an error in your order, an error in the price or description of the product, service availability, or other reasons.

8. INTELLECTUAL PROPERTY

The User acknowledges that we or our licensors (third-party suppliers) own all of the intellectual property rights including (without limitation) the rights in and to the trademarks, service marks, trade names, domain names, logos, get-up, marketing, registrations, and patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), copyright, source content, software, ratings, and all similar proprietary rights, whether registered or not, in and to the Website, the products and the services and that the unauthorized use thereof is expressly prohibited and may be interdicted. The protectable interests in the Smart Online Trader's Learning Management System are protected by law and also apply to foreign countries.

9. CASUAL SURFING

Should you visit any of our landing pages without providing any personal information, the Website servers will in such instances collect the IP address of the User's computer or other electronic devices, but not the e-mail address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc. We use this information to determine the use of the Website, and to improve content thereon. We assume no obligation to protect this information and may copy, distribute, or otherwise use such information without limitation.

10. LIMITATION OF LIABILITY

- 10.1 The Website and all content of the Website, including any current or future offer of products or services, are provided on an “as is” basis and may include inaccuracies or typographical errors. We make no warranty or representation as to the availability, accuracy, or completeness of the content. Neither we, our directors, prescribed officers, employees, coaching staff, reseller agents, or assigns, shall be held responsible for any direct or indirect, ordinary, special, consequential, or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Website or any functionality thereof, or of any linked website, even if we are expressly advised thereof.
- 10.2 Neither the User nor any other person shall have any claim against us for any direct, consequential, incidental, indirect, or special loss or damages, including, without limitation, business interruption, loss of profits, loss of data, or other pecuniary loss, arising from the unavailability of the Services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if we were negligent.
- 10.3 The User, therefore, indemnifies and holds us harmless against any loss, injury, or damages that may be sustained as a result of:
- 10.3.1 using the products or services accessed through the Website;
 - 10.3.2 the User’s failure to comply with his/her obligations in terms of these terms; or
 - 10.3.3 the unavailability of, or interruption of the Services provided to the User by us through, or by means of the Website, as contemplated in clause 10.2 above.

11. UPDATING OF THESE TERMS AND CONDITIONS

We reserve the right to change, modify, add, or remove from portions or the whole of these terms from time to time. Changes to these terms will become effective upon such changes being posted to this Website. The User must periodically check these terms on the Website for changes or updates. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these terms, including such changes or updates.

12. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of the Republic of South Africa, which governing law applies to the agreement without regard to its conflict of law provisions. The User consents to the jurisdiction of any High Court with jurisdiction

for purposes of resolving any dispute in connection with the use of this Website, the services, or products.

If we fail to enforce any of our rights or provisions of these terms it should not be seen as a waiver of our rights.

Should any provision in these terms be invalid or unenforceable by a court, the remainder of the provisions of these terms will remain in effect.

13. GENERAL

13.1 These, as varied by us from time to time, constitute the sole and entire agreement between the parties regarding its subject matter.

13.2 No indulgence granted by us to the User, or failure to strictly enforce the terms hereof shall be construed as a waiver or be capable of founding estoppel.

13.3 The User acknowledges that it has had the opportunity to obtain independent legal advice before agreeing and in the absence of having done so, has waived its right to do so.

14. LINKS TO OTHER WEBSITES

14.1 This site or our services may contain links to third-party websites or services which are not controlled or owned by us.

14.2 We have no responsibility or control for the content or offerings you may be exposed to when visiting or clicking on their links or accessing their websites.

14.3 We are therefore not directly or indirectly responsible for any losses or damages you may suffer when you visit any third-party website or make use of their services.

14.4 Always familiarize yourself with the terms of service- and or policies of any third-party service or website you visit or make use of.

15. ANALYTICS

We may use third-party services providers to monitor and analyse the use of our services and or website.

16. COPYRIGHT

16.1 All content when using the Website or services is copyright protected and may not be reproduced, copied, shared, or distributed to others for any purpose other than for the intended purpose.

- 16.2 The intended purpose of the agreement is to give a user access to our Smart Online Trader Learning Management System to receive training and be educated on trading the Capital/Financial Markets, including but not limited to, Foreign Exchange (FOREX), Contracts for Difference (CFDs), US Stocks CFDs, Commodities, Indices, and Cryptocurrencies.
- 16.3 Copy- or intellectual rights infringements are a serious violation and will our rights remain reserved.

17. CONTACT US

- 17.1 If you need to contact us or report any error, problem, or feedback please use the details below:

info@smartonlinetrader.com or helpme@smartonlinetrader.com

- 17.2 It is specifically recorded that we are authorized to use your feedback for development or to better our services.
- 17.3 You will have no intellectual property- or other right, title, or interest in or to how we use your feedback.
- 17.4 You grant us an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) your Feedback in any manner and for any purpose.