

# **Fairtree Website Disclaimer and Terms & Conditions**

## **1. Application**

- 1.1 Fairtree consists of the following regulated entities:
  - 1.1.1 Fairtree Asset Management (Pty) Ltd is a South African authorised financial services provider (license no. 25917).
  - 1.1.2 Fairtree Capital Hospitality (Pty) Ltd is a South African authorised financial services provider (license no. 46033).
  - 1.1.3 Fairtree Asset Management LLP is a United Kingdom MiFID investment firm (license no. 826211).
  - 1.1.4 Fairtree Capital International IC Ltd is authorised to carry out investment activities under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (license no. 2293281).
  - 1.1.5 Fairtree Private Client (Pty) Ltd is an Authorised Financial Services Provider. (FSP 12179).

## **2. Collective Investment Schemes**

- 2.1 Collective Investment Schemes in securities are generally medium to long term investments. Fairtree Asset Management (Pty) Ltd has the right to close a portfolio to new investors in order to manage it more effectively in accordance with its mandate. The value of participatory interests may go up, or down and past performance is not necessarily an indication of future performance. The Manager does not guarantee the capital or the return of a portfolio. Collective Investments are traded at ruling prices and can engage in borrowing and scrip lending. A schedule of fees, charges and maximum commissions is available on request. Fairtree Asset Management (Pty) Ltd does not provide any guarantee either with respect to the capital or the return of a portfolio.

## **3. Acceptance**

- 3.1 These conditions become effective when you access the site for the first time. The current version of these conditions governs our respective rights and obligations each time you access this site.
- 3.2 A certificate signed by the administrator responsible for maintaining this site will be prima facie proof of the date of publication and content of the current version and all previous versions of the conditions.

## **4. Information presented on the website**

- 4.1 Information on this site is intended to provide general information on ourselves, our services, and our products. Nothing on this site should be treated as an offer or general invitation or recommendation or marketing of any form to do business with us or invest in products managed by us.
- 4.2 All information is provided "as is" and should not be treated as professional or investment advice of any kind. We advise you to seek appropriate professional legal and financial advice before taking any action or decision based on information on this site that may affect you or your business. This website may contain views or opinions that are not necessarily those of Fairtree Asset Management (Pty) Ltd.

## **5. Online services and application forms or trust deeds**

- 5.1 To the extent that online services are offered on this site, such services are governed by these terms and conditions together with those contained in any application form or trust deed as may be agreed to in the process of permitting access to such online services. In the event of a conflict between these terms and conditions and those contained in any application form or trust deed as may be agreed to in the process of permitting access to online services as referred to above, the terms and conditions of such application form or trust deed shall prevail. We reserve the right to reject at our absolute discretion any application submitted for services contained on this website. If you make a contract with a third party who is named or referred to on this website, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

## **6. Viruses or errors**

- 6.1 Although care is taken, information on this site may contain errors or be incomplete or become outdated. Use of this site may be interrupted, information may become corrupted, and defects may remain uncorrected. This site may not at all times be free of viruses. You acknowledge that communication to and from you may become distorted or may be lost for technical reasons as it is communicated over the Internet.

## **7. Copyrights or trademark or intellectual property**

- 7.1 We are the proprietors of copyright and other intellectual property rights in all matters on this site, unless otherwise noted. You are permitted to download and print matter from this site only for the purposes of assessing and evaluating our services. No other licence is granted to you. All trademarks on this site are our registered and unregistered trademarks, or those of third parties. Nothing on this website may be construed as granting any licence under any such trademark.
- 7.2 You may not, without our prior written permission, use our intellectual property or that of third parties for any other purposes.
- 7.3 An application to use our intellectual property must be submitted to the site administrator. 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.
- 7.4 Irrespective of the existence of copyright, you acknowledge that we are the proprietor 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.

## **8. Site maintenance**

- 8.1 We may suspend or discontinue this site and restrict access to the entire site or any part thereof, without prior notice to you.

## **9. Not liable for the effects of use of this site**

- 9.1 Using this site, and/or any of the services and products offered through it, is at your sole risk. You shall have no claim against us for any loss, damages, harm, injury, death or expense which may be suffered by you or by any third party from any cause whatsoever, howsoever arising, including, but not limited to any act, omission, default or negligence on our part, failure by us to comply with the privacy policy, breach of security or the terms of use by any person including ourselves, your reliance on the content of this site or information or advice provided to you, performance of the software, suspension or interruption of your access to this

site, or distortion, corruption or loss of data. Damages shall include direct, indirect, general, special, incidental, punitive, and consequential.

## **10. Limitation of liability**

- 10.1 You also acknowledge and accept we have made no representation to you in regard to any of its competencies or in regard to the safety and quality of any of the equipment and/or software supplied or used by us. You waive any common law warranties which may be applicable in respect of your use of this site, and/or any of the services and products offered through it.

## **11. Severability**

- 11.1 If any provision of these terms is unlawful or void or for any reason unenforceable, then that provision shall be severed from the rest of the terms and shall not affect the validity and enforceability of the rest of the terms.

## **12. Republic of South Africa**

- 12.1 Although we are not able to prevent access by others, this site is intended for users in the Republic of South Africa. Accordingly, this website is subject to the laws of the Republic of South Africa and the jurisdiction of its courts.

## **13. Linked sites**

- 13.1 This site may contain links to other websites. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products, or services is expressed or implied by any information on the website.

## **14. Information feeds**

- 14.1 We may use the services of other organizations to provide information on the site. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it.

## **15. Permission for hyperlinks, deep linking, crawlers, and metatags**

- 15.1 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 may be withheld or granted subject to the conditions we specify from time to time.
- 15.2 An application for linking must be submitted to the site administrator. 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.
- 15.3 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 on an attorney and own client scale.

## 16. Privacy and Data Protection

- 16.1 To enable us to monitor and improve this site we keep track of domains from which people visit us. Sometimes we may need additional information from you such as your name and your contact details. Any personal data of this kind that you submit on this site will be used for the purpose specified in the relevant part of the site and for other purposes for which you give your consent. Your personal data may also be disclosed to any person empowered by law to require us to disclose the same. Any information that you disclose to us which is not personal data or of a personal nature, such as suggestions, comments, concepts, ideas, know how or otherwise, will be treated as non-confidential and we will be free to use information of this kind as we think fit.
- 16.2 Fairtree may, in the course of providing services, use Artificial Intelligence (AI) tools to assist with data processing, analysis or service delivery. This may include the use of AI systems to process certain personal or non-personal information. Clients and other users acknowledge and consent that their personal information may be processed by AI tools. Fairtree will implement appropriate safeguards to protect such data and AI outputs will not replace professional advice, judgment or decision-making by Fairtree personnel.
- 16.3 Whilst we will take all reasonable steps to protect your personal data, given the nature of the medium we cannot guarantee the security of any information that you disclose online. In so far as legally permissible we disclaim any liability which might arise in relation to any information that you input on this site or send to us on the Internet. Under applicable data protection laws, you may have certain rights to access your personal data and/or require it to be corrected if it is incorrect. Please contact us if you wish to exercise such rights for which we may charge a fee. You may need to register any data that you use from this site with an applicable data protection regulator.
- 16.4 [Link to Privacy Statement.](#)

## 17. Conflict of interest management policy

- 17.1 [Link to Conflict of Interest Management Policy.](#)

## 18. Cookies

- 18.1 "Cookies" are small amounts of information stored by your computer. Our server issues cookies to your computer so that we can better serve you when you return to our site. You can set your browser to notify you when you receive a "cookie" giving you the chance to decide whether to accept it.

## 19. Complaints

- 19.1 If you wish to lodge a complaint regarding the financial services rendered by the Fairtree or any of its Representatives, the complaint must be submitted in writing to [notice@fairtree.com](mailto:notice@fairtree.com).
- 19.2 If the complaint cannot be resolved satisfactorily, you are entitled to refer the complaint to the FAIS Ombud with the following contact details:

**Telephone:** 086 066 3247  
**Email:** [info@faisombud.co.za](mailto:info@faisombud.co.za)  
**Website:** [www.faisombud.co.za](http://www.faisombud.co.za)