

SKYBRIDGE CAPITAL (PTY) LTD

Terms and Conditions of Use

Authorised Financial Services Provider · FSP No. 45305

DOCUMENT CONTROL

Document Title	Terms and Conditions of Use
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Document Owner	Directors — Skybridge Capital (Pty) Ltd
Applies to	All users of the Skybridge Capital website and all clients of Skybridge Capital (Pty) Ltd

These Terms and Conditions govern the use of the Skybridge Capital website. They do not replace or override any signed client agreement, mandate or product provider contract. Where a conflict arises, the signed client agreement prevails.

1. INTRODUCTION

These Terms and Conditions (“Terms”) govern your use of the Skybridge Capital website and any services offered by Skybridge Capital (Pty) Ltd (“Skybridge Capital”, “we”, “us” or “our”).

By accessing or using this website, you acknowledge that you have read and understood these Terms and agree to be bound by them.

If you do not agree to these Terms, you must discontinue use of the website.

In these Terms, “business day” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

2. COMPANY INFORMATION

The following information is disclosed in accordance with section 43 of the Electronic Communications and Transactions Act, 2002 and the Financial Advisory and Intermediary Services Act, 2002.

Company Name	Skybridge Capital (Pty) Ltd
Registration Number	2014/054752/07
FSP Licence Number	45305
Business Activity	Financial planning, wealth management and financial advisory services
Physical Address	261 Main Road, Walmer, Gqeberha, South Africa
Telephone	041 365 1174
Email	service@skybc.co.za
Website	www.skybridgecapital.co.za

3. SERVICES PROVIDED

Skybridge Capital is an authorised Financial Services Provider offering financial planning and wealth management services to individuals, families, professionals, business owners and trusts.

Our services may include:

- Financial Planning;
- Investment Planning;
- Retirement Planning;
- Estate Planning;
- Risk Planning;
- Employee Benefits Advice;
- Insurance and Healthcare Planning;
- Wealth Management;
- Ongoing Financial Reviews; and
- Financial Advisory and Intermediary Services.

The provision of these services remains subject to applicable legislation, regulatory requirements and signed client agreements.

4. WEBSITE CONTENT DISCLAIMER

The information contained on this website is provided for general information purposes only.

Nothing on this website constitutes financial advice, investment advice, tax advice, legal advice or a recommendation to purchase any financial product.

Past performance is not an indicator of future performance, and the value of investments may fall as well as rise.

Before making any financial decision, you should consult a qualified financial adviser regarding your specific circumstances.

5. FINANCIAL SERVICES DISCLOSURE

Skybridge Capital is authorised by the Financial Sector Conduct Authority (FSCA) as a Category I Financial Services Provider under licence number 45305.

All financial advice and intermediary services are rendered in accordance with:

- The Financial Advisory and Intermediary Services Act, 2002 (FAIS);
- The General Code of Conduct for Authorised Financial Services Providers and Representatives, and all other applicable Codes of Conduct;
- The Financial Sector Regulation Act, 2017 and related legislation; and
- All other applicable South African law.

Full details of our licence categories, product supplier relationships, conflict of interest management policy and professional indemnity cover are available on request.

6. CLIENT RESPONSIBILITIES

By engaging with Skybridge Capital, clients agree to:

- Provide complete and accurate information;
- Notify Skybridge Capital of any material change to their circumstances;
- Review all documentation provided and raise any concerns promptly;
- Ensure that all instructions given are accurate and lawful; and
- Comply with all applicable legislation and regulatory requirements.

Skybridge Capital cannot be held responsible for any loss arising from incomplete, inaccurate or misleading information supplied by a client.

7. FEES AND PAYMENT

Fees for services will be disclosed in writing before those services are rendered, through any of the following:

- Client agreements;
- Fee mandates;
- Quotations;
- Product provider disclosures;
- Service level agreements; or
- Invoices issued by Skybridge Capital.

Payment may be made by:

- Electronic Funds Transfer (EFT);

- Debit Order; or
- Any other payment method approved by Skybridge Capital.

Invoices are payable on the due date reflected on the invoice, unless otherwise agreed in writing.

8. OVERDUE ACCOUNTS

Any account not settled within thirty (30) days of the due date may be regarded as overdue.

Where an account is overdue, Skybridge Capital reserves the right to:

- Suspend services;
- Withhold work in progress;
- Recover legal and collection costs; and
- Charge interest on outstanding amounts at a rate not exceeding 2% above the prevailing prime lending rate, subject to applicable legislation.

9. CANCELLATION AND TERMINATION

Either party may terminate a service arrangement on written notice, subject to any contractual notice period.

Termination does not affect:

- Fees already earned;
- Professional work already completed;
- Costs already incurred on behalf of the client; or
- Regulatory obligations imposed by law.

Skybridge Capital reserves the right to terminate services where:

- False or misleading information has been provided;
- Legal or regulatory concerns arise;
- The professional relationship becomes untenable; or
- Fees remain unpaid.

10. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Skybridge Capital respects the privacy of all clients and website users.

Personal information is collected, processed, stored and protected in accordance with:

- The Protection of Personal Information Act, 2013 (POPIA);
- Applicable financial services legislation; and
- The Skybridge Capital Privacy Policy.

Personal information will be used only for legitimate business purposes connected to the provision of financial services and related activities.

You have the right to request access to, correction of, or deletion of your personal information, subject to the record-keeping obligations imposed on us by law. Such requests may be directed to the Information Officer at service@skybc.co.za.

11. COOKIES AND WEBSITE ANALYTICS

This website may use cookies and similar technologies to enable core site functionality, remember your preferences and measure website performance.

Most browsers allow you to refuse or delete cookies through their settings. Disabling cookies may affect the functionality of certain parts of the website.

Any analytics data collected is used in aggregate form to improve the website and is not used to make automated decisions about individual users.

12. WEBSITE SECURITY

Users may not:

- Attempt to gain unauthorised access to any system;
- Introduce malicious software, viruses or harmful code;
- Interfere with the operation of the website; or
- Circumvent any website security measure.

Any unlawful activity may result in legal action and prosecution.

13. INTELLECTUAL PROPERTY

All content available on this website — including, but not limited to, text, logos, graphics, branding, documents, downloads, images and software — remains the property of Skybridge Capital unless otherwise stated.

No content may be copied, reproduced, distributed or used without our prior written consent.

14. WEBSITE LINKING AND DATA COLLECTION

Without the prior written permission of Skybridge Capital, no person may:

- Frame this website;
- Scrape website content;
- Use automated tools to extract data from the website; or
- Create hyperlinks to the website for commercial purposes.

15. THIRD-PARTY LINKS AND CONTENT

This website may contain links to third-party websites, tools or resources. These links are provided for convenience only.

Skybridge Capital does not control, endorse or accept responsibility for the content, availability, security or privacy practices of any third-party website, and access to such sites is at your own risk.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Skybridge Capital shall not be liable for:

- Indirect losses;
- Consequential losses;
- Loss of profits;
- Loss of business opportunity;
- Website interruptions;
- Delays caused by third parties; or
- Circumstances beyond our reasonable control.

Nothing in these Terms limits or excludes any right that a consumer may have under South African law, including the Consumer Protection Act, 2008, or any liability that cannot lawfully be excluded.

17. INDEMNITY

You indemnify Skybridge Capital against any claim, loss, damage or cost arising from your unlawful use of this website, your breach of these Terms, or your infringement of the rights of any third party.

18. COMPLAINTS

Skybridge Capital maintains a formal complaints resolution process. A copy of our complaints procedure is available on request.

Complaints must be submitted in writing to:

Attention	The Complaints Officer
Email	service@skybc.co.za
Telephone	041 365 1174
Postal Address	261 Main Road, Walmer, Gqeberha, South Africa

We will acknowledge receipt of your complaint within five (5) business days and aim to resolve it within six (6) weeks of receipt. If the complaint cannot be resolved within that period, we will advise you in writing of the reason for the delay and the expected timeframe for resolution.

Should your complaint remain unresolved, or should you be dissatisfied with the outcome, you may refer the matter to the Office of the Ombud for Financial Services Providers (the FAIS Ombud) within six (6) months:

Physical Address	125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010
Postal Address	PO Box 41, Menlyn Park, 0063

Telephone	012 762 5000 / 086 066 3274
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Email	info@faisombud.co.za
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Website	www.faisombud.co.za
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Complaints relating to the processing of personal information may be lodged with the Information Regulator (South Africa):

Physical Address	Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191
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Telephone	010 023 5200 / 0800 017 160
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Email	POPIAComplaints@inforegulator.org.za
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Website	www.inforegulator.org.za
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19. ELECTRONIC COMMUNICATIONS

By using this website or corresponding electronically with Skybridge Capital, you consent to receiving communications from us electronically.

Electronic communications satisfy any legal requirement that a communication be in writing.

You may withdraw your consent to receive marketing communications at any time by contacting service@skybc.co.za. This does not affect communications we are required to send you in the course of rendering financial services.

20. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of the Republic of South Africa.

Any dispute arising from these Terms is subject to the jurisdiction of the South African courts.

The parties may agree to resolve a dispute through mediation or arbitration before formal legal proceedings are instituted.

21. GENERAL

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

No failure or delay by Skybridge Capital in enforcing any right under these Terms constitutes a waiver of that right.

Skybridge Capital shall not be liable for any failure or delay in performance caused by events beyond its reasonable control.

Headings are included for convenience only and do not affect the interpretation of these Terms.

22. CHANGES TO THESE TERMS

Skybridge Capital reserves the right to amend these Terms from time to time.

Any amendment becomes effective immediately upon publication on the website, and the version number and effective date shown in the document control block will be updated accordingly.

Continued use of the website constitutes acceptance of the amended Terms.

23. CONTACT US

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