



ALUMA CAPITAL (PTY) LTD

TERMS AND CONDITIONS OF USE

"WEBSITE AND CLIENT PORTAL TERMS"

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE

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1. INTRODUCTION AND ACCEPTANCE

- 1.1 These Terms and Conditions of Use (“Terms”) constitute a binding agreement that governs and conditions your access to and use of the websites of Aluma Capital (Pty) Ltd, registration number 2015/209991/07, an authorised Financial Services Provider (FSP number 46449) in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS Act”) (together with its subsidiaries, holding company and affiliates, “Aluma Capital”, “the Company”, “we”, “us” and “our”), including the website www.aluma.co.za, the client portal at clientportal.aluma.co.za, and any related pages, sub-domains or sites that are automatically redirected to them (collectively, the “Sites”).
- 1.2 By accessing, browsing or otherwise using the Sites, including by registering for or logging into the client portal, you acknowledge that you have read, understood and agree to be bound by these Terms without limitation or qualification. If you do not agree to these Terms, you must immediately discontinue use of the Sites.
- 1.3 Aluma Capital’s Privacy Policy and POPIA Policy (available at aluma.co.za/legal/) form part of, and are incorporated by reference into, these Terms. Aluma Capital reserves the right, at its sole discretion, to amend, vary or update these Terms at any time and without prior notice. Any amended Terms will become effective immediately upon posting on the Sites, and your continued use of the Sites after the effective date constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must discontinue use of the Sites. We recommend that you review these Terms periodically.
- 1.4 Access to and use of the general content of the Sites does not, in itself, establish a client relationship with Aluma Capital, nor does it constitute the rendering of a financial service, financial advice or an intermediary service as defined in the FAIS Act. A formal advisory, brokerage or client relationship with Aluma Capital is only established once you have concluded the applicable mandate, application or client agreement with Aluma Capital and/or one of its authorised representatives, following the completion of the required FAIS needs analysis and disclosure process. Nothing in these Terms varies or supersedes the terms of any separate written agreement you may conclude with Aluma Capital, including any investment mandate, application form or portfolio management agreement, and in the event of any conflict between these Terms and such other agreement, the terms of that other agreement shall prevail in respect of the subject matter it governs.

2. REGULATORY STATUS AND NO FINANCIAL ADVICE

- 2.1 Aluma Capital (Pty) Ltd is an authorised Financial Services Provider, FSP number 46449, licensed by the Financial Sector Conduct Authority (“FSCA”) to render financial services in terms of the FAIS Act, and conducts business as a multi-asset product manager. Aluma Capital additionally holds an automated advice (“robo-advice”) licence permitting the provision of automated financial advice through the Sites in accordance with the FAIS Act and the applicable Board Notices, General Code of Conduct and automated advice requirements. Aluma Capital renders only those financial services for which it is licensed, and the categories of financial services reflected on its FSP licence are available from the FSCA on request.
- 2.2 Save to the extent that content is specifically and expressly presented as automated advice generated through Aluma Capital’s licensed automated advice platform in accordance with a completed FAIS-compliant needs analysis, nothing else contained on the Sites constitutes financial, investment, legal, tax or other professional advice. General information, articles, product descriptions, illustrations, calculators and marketing material on the Sites are provided for general informational purposes only, do not take into account your personal financial situation, objectives or needs, and do not constitute a solicitation, offer or recommendation to buy, sell or subscribe for any financial product, security or investment. You are solely responsible for evaluating the merits and risks of any decision based on information obtained from the Sites, and are encouraged to consult Aluma Capital directly, or seek independent professional advice, before making any financial decision.
- 2.3 All investments carry risk, including the risk of loss of capital. Past performance of any financial product, portfolio or strategy referred to on the Sites is not necessarily indicative of future performance, and the value of investments may fluctuate. Illustrative returns, projections and examples on the Sites are for illustrative purposes only and are not guaranteed.

3. FRAUD AND IMPERSONATION WARNING

- 3.1 Aluma Capital has previously been the subject of fraudulent impersonation, including scams operated via WhatsApp and social media using Aluma Capital’s name, logo and fabricated FSP or registration details to solicit funds under false

pretences. Aluma Capital does not solicit investments, request banking details, or offer investment opportunities through unofficial WhatsApp groups, social media groups or unsolicited messages.

- 3.2 You should only transact with Aluma Capital through its official Sites, official client portal, official email domain (@aluma.co.za) and the contact details published on the Sites. Aluma Capital accepts no liability whatsoever for any loss suffered as a result of your dealing with any person or entity falsely claiming to represent Aluma Capital. If you are uncertain whether correspondence purporting to be from Aluma Capital is genuine, please verify directly using the contact details in clause 17 below, or consult the FSCA at communications@fscsa.co.za or 0800 203 722.

4. DISCLAIMER AND LIMITATION OF LIABILITY

- 4.1 The Sites and all information and materials contained on them are provided “as is” and “as available”, without warranties of any kind, whether express or implied. Aluma Capital does not warrant that the Sites will be uninterrupted, timely, secure, error-free, virus-free or free of other harmful components, or that any defects will be corrected. You accept that temporary interruptions to the Sites may occur, and that Aluma Capital has no control over third-party networks, internet service providers or other infrastructure used to access the Sites.
- 4.2 To the fullest extent permitted by applicable law, Aluma Capital, its holding company, subsidiaries, affiliates, directors, officers, employees, representatives and agents shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages whatsoever (including, without limitation, loss of profits, loss of data or business interruption) arising from or in connection with your access to, use of, or inability to use, the Sites, or any reliance placed on any content of the Sites, whether such liability arises in contract, delict (including negligence) or otherwise, even if Aluma Capital has been advised of the possibility of such damages. Nothing in these Terms is intended to exclude or limit liability for gross negligence, wilful misconduct or fraud, or any liability which cannot lawfully be excluded or limited under South African law, including under the Financial Advisory and Intermediary Services Act 37 of 2002 or the Consumer Protection Act 68 of 2008 (to the extent applicable).
- 4.3 Aluma Capital has taken, and will continue to take, reasonable care to ensure that information published on the Sites is accurate and up to date as at the date of publication. Aluma Capital does not, however, warrant or guarantee the accuracy, completeness or currency of any such information and disclaims liability for any loss or damage arising directly or indirectly from reliance on it, save where such exclusion is not permitted by law.

5. INTELLECTUAL PROPERTY AND RESTRICTIONS ON USE

- 5.1 Subject to your compliance with these Terms, Aluma Capital grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to access and use the Sites for your own personal, non-commercial and informational purposes only. This licence terminates automatically upon any unauthorised use, and all rights not expressly granted to you in these Terms are reserved by Aluma Capital.
- 5.2 Unless otherwise expressly indicated, all content on the Sites, including text, graphics, logos, the Aluma Capital name and branding, product names, icons, images and software, is the property of Aluma Capital and/or its licensors and is protected by South African and international copyright, trade mark and other intellectual property laws. No content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed or otherwise exploited in any form without the prior written consent of Aluma Capital, save that you may view and download a single copy of material for your own personal, non-commercial use, provided that all copyright and proprietary notices are retained.
- 5.3 You agree that you will not, and will not attempt to:
- (a) flood, spam, “mailbomb” or overload any of the Sites, or otherwise take any action that may damage, disable, overburden or impair the Sites or the client portal;
 - (b) use any device, software, bot or routine to interfere, or attempt to interfere, with the proper functioning of the Sites;
 - (c) data mine, scrape or otherwise use any automated means to access, harvest or extract data or content from the Sites;
 - (d) attempt to decompile, disassemble, reverse-engineer or otherwise attempt to derive the source code of any software underlying the Sites or the client portal;
 - (e) impersonate any person or entity, including Aluma Capital, or misrepresent your affiliation with any person or entity;

- (f) create a user account or client portal profile on behalf of, or using the identity of, another person without authorisation, or attempt to access another user's account;
 - (g) use the Sites for any unlawful, fraudulent, defamatory, misleading or discriminatory purpose, or to violate any applicable law or regulation, including any law relating to financial services, exchange control, anti-money laundering or the combating of the financing of terrorism; or
 - (h) attempt to gain unauthorised access to the Sites, the client portal, other users' accounts, or any related servers, systems or networks, or otherwise interfere with the security of the Sites.
- 5.4 Any breach of clause 5.3 will result in the immediate termination of your right to access and use the Sites and the client portal. Aluma Capital reserves the right, in its sole discretion and without prior notice, to suspend or terminate your account and access to the Sites where it reasonably believes these Terms have been breached.

6. CLIENT PORTAL, REGISTRATION AND PASSWORD SECURITY

- 6.1 Access to the client portal and other password-protected areas of the Sites requires registration and login using a username, password and/or other authentication credentials. You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account, whether or not authorised by you.
- 6.2 You undertake to provide true, accurate, current and complete information when registering for the client portal, and to promptly update such information to keep it accurate. You agree to notify Aluma Capital immediately, using the contact details in clause 17, if you become aware or suspect any unauthorised use of your account or any loss, theft or compromise of your login credentials. Aluma Capital shall not be liable for any loss or damage arising from your failure to safeguard your login credentials, save where such loss arises from Aluma Capital's gross negligence or wilful default.
- 6.3 Aluma Capital may, in its sole discretion, suspend or terminate your access to the client portal where it has reasonable grounds to suspect fraudulent, unauthorised or unlawful activity, or where required to do so by any regulator, including the FSCA, or by applicable law, including the Financial Intelligence Centre Act 38 of 2001.

7. USER SUBMISSIONS, FEEDBACK AND TRANSMISSIONS

- 7.1 Electronic communications, including email and web-based submissions, can be intercepted and are not guaranteed to be secure. Any formal communication to Aluma Capital should be sent using the contact details set out in clause 17. You remain responsible for any content you submit to Aluma Capital via the Sites, whether through contact or application forms, email, social media or otherwise ("User Materials").
- 7.2 By submitting any User Materials, feedback, suggestions, ideas or comments ("Feedback") to Aluma Capital via the Sites, you grant Aluma Capital a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up and sublicensable licence to use, reproduce, adapt, publish and otherwise exploit such User Materials and Feedback for any lawful business purpose, without compensation to you, save to the extent such User Materials constitute personal information, which will be processed strictly in accordance with Aluma Capital's Privacy Policy and POPIA Policy. You warrant that any User Materials or Feedback you submit are your own original content, or that you hold all necessary rights to submit them, and do not infringe the rights of any third party.

8. ELECTRONIC COMMUNICATIONS

- 8.1 By using the Sites and providing your contact details, you consent to receiving communications, notices and disclosures from Aluma Capital electronically, including by email, SMS or through the client portal, and you agree that such electronic communications satisfy any legal requirement that such communications be in writing, to the extent permitted by the Electronic Communications and Transactions Act 25 of 2002.

9. PRIVACY, POPIA AND ACCESS TO INFORMATION

- 9.1 Aluma Capital processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and its Privacy Policy and POPIA Policy, both available at aluma.co.za/legal/, which are incorporated into these Terms by reference. By using the Sites, you acknowledge that your personal information will be processed as described in those policies.

- 9.2 Aluma Capital's manual prepared in terms of the Promotion of Access to Information Act 2 of 2000 ("PAIA Manual") is available at aluma.co.za/legal/ and sets out the procedure for requesting access to records held by Aluma Capital.

10. COMPLAINTS

- 10.1 Any complaint relating to the financial services rendered by Aluma Capital should be directed to Aluma Capital in accordance with its Complaints Handling Process, available at aluma.co.za/legal/. If you are dissatisfied with the outcome of a complaint lodged with Aluma Capital, you may be entitled to refer the matter to the Office of the FAIS Ombud (www.faisombud.co.za) or to lodge a complaint with the FSCA (communications@fsc.co.za / 0800 203 722), without prejudice to any other right you may have at law.

11. LINKS TO OTHER WEBSITES

- 11.1 The Sites may contain links to third-party websites, including payment gateways and social media platforms, provided for your convenience only. Aluma Capital does not review, control, endorse or accept responsibility for the content, products, services, privacy practices or availability of any linked third-party website, and access to any such website is entirely at your own risk. You may not link to the Sites from any other website without Aluma Capital's prior written consent.

12. JURISDICTIONAL ISSUES

- 12.1 Unless otherwise specified, the Sites and their content are directed at, and intended for use by, residents of the Republic of South Africa, and the financial services described on the Sites are rendered under FSP licence 46449 issued by the FSCA for use within South Africa. Aluma Capital makes no representation that the Sites, or the products and services described on them, are appropriate, available or lawful for use in any other jurisdiction. If you access the Sites from outside South Africa, you do so on your own initiative and are responsible for compliance with the laws applicable in your jurisdiction, including any applicable exchange control regulations.

13. SUSPENSION AND TERMINATION

- 13.1 Aluma Capital may, in its sole discretion and without liability or prior notice to you, suspend or terminate your access to all or part of the Sites, including the client portal, at any time, including where you breach these Terms, where required by law or by a regulator, or where Aluma Capital reasonably suspects fraudulent or unlawful activity. Termination of your access to the Sites does not affect any separate client agreement or mandate you may have with Aluma Capital, which will continue to be governed by its own terms.

14. WAIVER

- 14.1 No failure or delay by Aluma Capital in exercising any right, power or remedy under these Terms will operate as a waiver of that or any other right, power or remedy, nor will any single or partial exercise of any right, power or remedy preclude any further exercise of that or any other right, power or remedy.

15. SEVERABILITY, ENTIRE AGREEMENT AND ASSIGNMENT

- 15.1 If any provision of these Terms is held to be unlawful, void or unenforceable for any reason, that provision shall be severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.
- 15.2 These Terms, together with the Privacy Policy, POPIA Policy, PAIA Manual, Complaints Handling Process and any other policies posted on the Sites, and any separate written agreement concluded between you and Aluma Capital in respect of a specific product or service, constitute the entire agreement between you and Aluma Capital in respect of your use of the Sites, and supersede all prior agreements, representations and understandings, whether written or oral, relating to that subject matter.
- 15.3 Aluma Capital may cede, assign, delegate or transfer its rights and obligations under these Terms, in whole or in part, in connection with any restructuring, change of control, merger or sale of assets, without your consent. You may not cede, assign, delegate or transfer any of your rights or obligations under these Terms without Aluma Capital's prior written consent.

16. GOVERNING LAW AND CONSENT TO JURISDICTION

- 16.1 These Terms are governed by, and shall be construed in accordance with, the laws of the Republic of South Africa. You agree that any dispute, claim or action arising out of, or relating to, these Terms or your use of the Sites shall be subject to the exclusive jurisdiction of the Gauteng Division of the High Court of South Africa, Pretoria, and you hereby consent and submit to the jurisdiction of that court for such purposes, without prejudice to Aluma Capital's right to bring proceedings in any other court of competent jurisdiction.

17. CONTACT US

- 17.1 Should you have any queries regarding these Terms, please contact Aluma Capital (Pty) Ltd, registration number 2015/209991/07, FSP 46449, at:

Physical address: Corner Lynnwood & Botterklapper, The Willows, Pretoria, Gauteng, South Africa

Email: info@aluma.co.za

Telephone: 012 012 5270 / 012 012 5291

Website: www.aluma.co.za



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Aluma Capital (Pty) Ltd is an Authorised Financial Services Provider (FSP 46449) and an alternative multi asset product manager.