



WEBSITE TERMS OF USE

INTRODUCTION

This website, www.bcis.co.za ("website"), is owned and operated by Boutique Collective Investments (RF) (Pty) Ltd ("BCI"), a private company registered in the Republic of South Africa, registration number 2003/024082/07, with its business address at Catnia Building, Bella Rosa Village, Bella Rosa Street, Bellville, 7530. BCI administers the BCI unit trusts and is an authorised manager in terms of the Collective Investment Schemes Control Act ("CISCA").

ACCEPTANCE

By using this website, you acknowledge that these Terms of Use ("Terms") apply to you and that you have read and understood these Terms. We may amend the Terms from time to time, in which case the amended Terms will automatically apply. We recommend that you acquaint yourself with these Terms on a regular basis. This becomes effective when you access the website, and it governs our respective rights and obligations each time you access this website.

Should there be a conflict between any provision contained in a hard copy of a document produced by BCI, whether signed by BCI or not, and any portion of the content contained on this website or any document submitted to BCI through this website, the provision contained in the hardcopy of the document produced by BCI will prevail irrespective of whether the hardcopy of the document has already been produced or will be produced in the future. This agreement applies in addition to the other relevant investor terms and conditions that govern your investment in BCI unit trusts and our relationship with you.

JURISDICTION

This Terms of Use will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions. All transactions and interactions conducted on this website shall be subject to South African law and only South African courts shall have jurisdiction to hear disputes arising from such transactions or from these Terms. This does not, however, restrict, or purport to restrict, your right to submit a complaint to any other body in terms of applicable law, including consumer and financial services laws which cannot be altered by contract.

ACCESS TO INFORMATION AND DOCUMENTATION

This website will provide you with the ability to view your personal and investment data as well as to submit transactions electronically, for example purchases, switches and redemptions, and to obtain tax certificates. To register you will have to complete and submit a registration form and/or other documents which BCI may require. BCI retains the right to request additional information before we accept and process any instructions. BCI is entitled to accept all the information provided as accurate and truthful and BCI will not enquire as to the authority or identity of any person who accesses the site or transmits information.

When submitting scanned and other electronic documents, you must comply with all BCI's requirements. You indemnify and hold BCI harmless from any cost, damage and loss arising from accepting this information and/or documentation and relying on the content provided.

BCI has to comply with all anti-money laundering and Financial Intelligence Centre requirements.

Unless reflected on our investor transaction statements, no instruction shall be deemed to have been received by BCI and BCI reserves the right to accept or reject any application for access to the website and/or submissions made by you at our sole discretion. BCI may reject and/or reverse any instructions and/or transactions on reasonable grounds at any time and, if BCI does so, you will have no claim or recourse against BCI for any actual and/or potential loss and/or damage.

BCI will use all reasonable endeavours to provide you with continuous access to the website as well as error free information. BCI cannot guarantee the security of this website and/or any transactions.

However, we will take reasonable measures to ensure the security and accuracy of the information published on this website. There will be periods when the website will be down for maintenance and/or software upgrades which may occur during office hours. BCI will not be held liable for any loss incurred or suffered arising from any cause whatsoever as a result of any suspension or downtime of the website.

BCI will accept and process information received during South African working days only, and we will apply the cut-off times set out below.

BCI may suspend or terminate your access to the website at any time and without notice.

NATURE OF INFORMATION AND DATA PROVIDED

All information is provided "as is" and should not be treated as professional or any other kind of investment advice. Please consult a financial advisor for any advice or information relating to our unit trust funds. We do make use of the services of other organisations to provide information and to update this website. We do not have any control over this information and we do not make any representations or warranties of any nature as to its accuracy, appropriateness or correctness.

NO OFFER

No information or content contained in this website should be interpreted as an offer. All our services offered are subject to signature of the appropriate application forms and other related documentation and are governed by our standard investor terms and conditions. We shall, therefore, not be bound in any way until a formal written agreement has been entered into.

ONUS OF PROOF AND RETENTION OF RECORDS

In the event of a dispute as to the information or documents provided to us through the use of the website, BCI will assume that the records maintained by BCI are correct unless you are able to prove the contrary. You accept that BCI will not be responsible and disclaims all liability for any claims arising from the late or delayed attendance to instructions, due to technical or connectivity failures outside our control.

MOBILE ACCESS

This website may be accessed using a mobile device and the Terms applies regardless of the manner of your access or chosen device or browser. BCI is not responsible for the wireless services used by your mobile devices and disclaims any responsibility for the lack of functionality of any mobile device or software used to access this website.

COOKIES

We use cookie technology on our website. It helps the website to remember information about your device and how you use the website. You can set your browser to notify you when you receive a cookie giving you the chance to decide whether to accept it.

PRIVACY POLICY

Your privacy is important to BCI. Personal information transmitted to BCI will be treated in accordance with our Privacy Policy as published on this website.

CYBER RISK WARNING

Sending bank account details via email is inherently risky and is avoided in our business. Please note that our bank details will never change, and we will notify you of any changes via email. Always independently confirm the bank account details with us via a telephone call to a trusted and verified phone number.

DISCLAIMER AND LIMITATION OF LIABILITY

BCI accepts no liability whatsoever from you placing any reliance upon any information and/or data obtained from this website for any purpose. Use of this site is entirely at your own risk and you hereby assume full responsibility for using it and any resultant actual or potential consequences, losses and or damages.

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COMPLAINTS AND DISPUTES

We will deal with any complaints and queries that you may have in line with our Complaints Policy. Should you have any complaints, please feel free to contact us at complaints@bcis.co.za.

LINKS TO THIRD PARTY SITES

This website may contain hypertext links to websites on the internet which are operated by third parties. Visitors to our website are advised to use caution and discretion when searching or accessing such links. Under no circumstances do we take responsibility for the content and/or services or products offered on third party websites that may be linked to this website and we give no warranty or guarantee and make no representation in respect of such linked websites.

Links to third party websites are provided only for your convenience and you remain solely responsible for complying with the terms and conditions applicable to such third-party websites.

GENERAL COLLECTIVE INVESTMENTS DISCLAIMER

Unit trusts are generally medium to long term investments. Past performance is not necessarily a guide to the future. Unit trusts are traded at ruling prices and may engage in borrowing and scrip lending. Unit trust prices are calculated on a net asset value basis, which is the total value of all assets in the portfolio including any income accrual and less any permissible deductions from the portfolio. Permissible deductions include brokerage, auditor's fees, bank charges, trustee fees and service charges of the manager. The participatory interests are priced using the forward pricing method.

A schedule of fees and charges and maximum commissions are available from BCI. Commission and incentives may be paid and if so, will be included in the overall costs. All fees and expenses applicable to the investment as explained or disclosed to the investor in any Minimum Disclosure Documents and or marketing material shall be deducted from the investments.

The portfolio may borrow up to 10% of the portfolio net asset value to bridge insufficient liquidity. Forward pricing is used. BCI is a full member of the Association for Savings & Investment SA ("ASISA").

The investor applies to invest in the unit trusts managed by BCI in accordance with the provisions of BCI at the ruling purchase price at the close of business on the date of receipt of the funds by BCI, or being placed in receipt of this application, whichever is the later, provided it is received by the daily cut off time of 14h00 (South African time). If received after 14h00 (South African time) then the following business day's ruling prices shall be used to calculate the purchase value of the investment. Cut off for money market portfolios are 11:30am. The portfolios are priced daily at 15h00.

BCI will not be liable for any loss incurred due to incorrect information being supplied by you and/or your financial advisor.

Without prejudice to any other rights which BCI may have in terms hereof or at law, you agree that BCI shall be entitled to recover from you any amount of money paid to you which you are not entitled to for whatsoever reason, including interest thereon.

Should BCI be prevented from fulfilling any of its obligations in terms of an application because of an event not within the reasonable control of BCI, those obligations shall be deemed to have been suspended to the extent that and for as long as BCI is prevented from fulfilling those obligations.

All payments will be electronically transferred into the bank account of the investor only.

TRANSACTIONS

It is a condition of use that, prior to transacting on this website, you confirm that you have read and understood the most recent Minimum Disclosure Documents and relevant portfolio information which you hereby do by clicking the "Accept" button.

The most recent minimum disclosure documents and other relevant information are published on this website. If you do not understand the contents of the information provided in the minimum disclosure documents, please consult an authorised financial adviser.

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