



## RETIREMENT FUND SWITCH FOR CASH CAMPAIGN

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EasyEquities is an authorised financial services provider (FSP22588), a licensed over the counter derivatives provider (ODP44) and a registered credit provider (NCRCP12294). To view our complaints policy, conflict of interest policy and full disclosure required in terms of the Financial Advisory and Intermediary Services Act, 2002 please go to [www.easyequities.co.za](http://www.easyequities.co.za).

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## 1. INTRODUCTION

- 1.1 EasyEquities is running a retirement transfer campaign in terms of which if you transfer your existing preservation provident fund or preservation pension fund benefit with another provider ("Existing Benefit") to the EasyEquities Preservation Pension Fund or the EasyEquities Preservation Provident Fund (collectively the "EasyEquities Retirement Funds" and each a "EasyEquities Retirement Fund"), as the case may be, during the Campaign Period (as defined below), you will receive a transfer bonus of 1% (one percent) of the value of your Existing Benefit from EasyEquities deposited into your EasyEquities ZAR Account (the "RF Switch for Cash Campaign") in accordance with the terms and conditions set out below.
- 1.2 **The RF Switch for Cash Campaign is subject to these terms and conditions and is subject to and must be read together with the EasyEquities Retirement Funds Terms and Conditions.**
- 1.3 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 Capitalised terms used but not defined herein will have the same meaning as in the EasyEquities Retirement Funds Terms and Conditions.
- 1.5 **By participating in the RF Switch for Cash Campaign, you agree to be bound by these terms and conditions.**

## 2. HOW TO QUALIFY FOR THE RF SWITCH FOR CASH CAMPAIGN

- 2.1 Subject to clause 2.2 below, in order to qualify for the RF Switch for Cash Campaign, during the Campaign Period, you must:
  - (1) have an approved EasyEquities ZAR Account;
  - (2) be eligible to be a Member of the relevant EasyEquities Retirement Fund;
  - (3) have activated the relevant EasyEquities Retirement Fund
  - (4) have started the transfer process by submitting a complete and accurate online transfer form found on the EasyEquities Wealth site (you can access the form [here](#)). In addition, you must email the following supporting documents to [retirement@easyequities.co.za](mailto:retirement@easyequities.co.za):
    - (a) a completed transfer application form: ([Preservation Provident Fund](#)/[Preservation Pension Fund](#));
    - (b) a copy of your Identity document; and
    - (c) SARS correspondence containing your tax number;
  - (5) be a South African resident.
- 2.2 Only EasyEquities Accounts that have been approved for Trading by EasyEquities in accordance with the EasyEquities Terms and Conditions, including without limitation, verification in terms of the Financial Intelligence Centre Act, 2001 ("FICA") will be eligible to participate in the RF Switch for Cash Campaign. This means that your Account must be FICA verified in order for you to qualify for the RF Switch for Cash Campaign.
- 2.3 Notwithstanding clause 2.1(2), in order to qualify for the RF Investment Bonus (defined below) the transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund which you initiated during the Campaign Period must be successful. Should you cancel or should the transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund be unsuccessful, EasyEquities shall be entitled to recoup the RF Investment Bonus as set out in clauses 5.3 and 5.5.

## 3. CAMPAIGN PERIOD

- 3.1 Subject to clause 3.2 below, the RF Switch for Cash Campaign will run from **23 January 2025** and will continue in perpetuity until such time we notify you of its termination ("Campaign Period"). You will be provided with 7 (seven) days' notice prior to the conclusion of the Campaign Period.

3.2 Notwithstanding clause 3.1, EasyEquities may reduce or extend the Campaign Period in its sole and absolute discretion. You will be notified of same in accordance with clause 7.3.

#### **4. RF INVESTMENT BONUS QUALIFYING CRITERIA**

4.1 Subject to clause 5.1 below, each person who meets the eligibility requirements set out in clause 2 above, will qualify to receive back 1% (one percent) of the total value of their Existing Benefit transferred to the relevant EasyEquities Retirement Fund from the transferor provider, paid by EasyEquities into their EasyEquities ZAR Account as a bonus ("RF Investment Bonus") in accordance with the terms and conditions set out below.

4.2 EasyEquities will verify your participation and compliance with these RF Switch for Cash Campaign rules. **If you have not met one or more of the requirements set out in clause 2 above, EasyEquities at its own discretion reserves the right not to award you the RF Investment Bonus. In participating in the RF Switch for Cash Campaign you agree to act in good faith.**

#### **5. RF INVESTMENT BONUS**

5.1 Notwithstanding any clause to the contrary herein, the value of the RF Investment Bonus is calculated as 1% (one percent) of the total value of the monies received by the relevant EasyEquities Retirement Fund from your transferor provider, as specified in the applicable transfer form in respect of this RF Switch Cash Campaign.

5.2 The RF Investment Bonus will be paid to you by EasyEquities as follows:

- (1) a portion of the RF Investment Bonus will be deposited into your EasyEquities ZAR Account within 7 (seven) Business Days of receipt of the completed transfer Form H from the transferor provider ("Tranche 1"). This portion will be 0.5% (half a percent) of the value of the Existing Benefit confirmed by the transferor provider in Form H; and
- (2) the remaining unpaid portion of the RF Investment Bonus will be deposited into your EasyEquities ZAR Account within 7 (seven) Business Days of the successful transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund. The successful completion of the transfer is the actual receipt of the Existing Benefit into the relevant EasyEquities Retirement Fund's designated account, as confirmed by the transferor provider ("Successful RF Transfer").

5.3 **If the transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund is not successful for any reason whatsoever, you hereby authorise EasyEquities, at its discretion, to recoup, without any notice to you, the total value of the Tranche 1 payment from the cash and/or investments in your EasyEquities ZAR Account or any of your other accounts on the EasyEquities Platform from which deductions can be lawfully made.** The provisions relating to "Security Interest and Set Off" of the applicable EasyEquities Terms and Conditions will apply in this instance.

5.4 The RF Investment Bonus will be locked up for a period of 3 (three) years from the date of the Successful RF Transfer. This means that you will not be able to withdraw the Rand value of the RF Investment Bonus from the EasyEquities Platform for the aforementioned period. However, please note that Tranche 1 will be locked up from the date of deposit notwithstanding that the lock up period only commences from the date of the Successful RF Transfer. **You acknowledge that the RF Investment Bonus may not be withdrawn or transferred during the aforementioned lock up period, and you accept the associated risks.**

5.5 **Subject to clause 5.3 and applicable law, should you withdraw or transfer out of the relevant EasyEquities Retirement Fund for any reason whatsoever before the expiry of the 3 (three) year period, you hereby authorise EasyEquities, at its discretion, to recoup, without any notice to you, the total value of the RF Investment Bonus from your EasyEquities ZAR Account or any of your other accounts on the EasyEquities Platform from which deductions can be lawfully made.** The provisions relating to "Security Interest and Set Off" of the applicable EasyEquities Terms and Conditions will apply in this instance. However, should you retire and purchase a living annuity from the EasyEquities Living Annuity, the aforementioned restrictions will be excluded, and the 3 (three) year lock up period will still be applicable and carry over.

5.6 **Should you have more than one transfer in progress concurrently during the Campaign Period, the final portion of the RF Investment Bonus relating to any individual transfer may, at our discretion, only be paid after all the transfers have been successfully completed.**

5.7 **By participating in this RF Switch for Cash Campaign, you acknowledge and agree that you have determined that the transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund and/or the RF Investment Bonus is**

suitable for you and that EasyEquities will not be responsible for any losses suffered by you in respect of the transfer and/or the RF Investment Bonus. EasyEquities provides no recommendations, guidance or proposals regarding the suitability of any of the EasyEquities Retirement Funds and/or RF Investment Bonus for you and your financial needs.

## 6. **IMPORTANT CONSIDERATIONS FOR TRANSFERS TO AN EASYEQUITIES RETIREMENT FUND**

6.1 From 1 September 2024, the legislated “Two Pot System” came into effect.

6.2 In respect of Two Pot System:

- (1) if you transfer from a preservation provident fund or a preservation pension fund to another preservation provident fund or preservation pension fund as the case may be, you retain your right to take a full once off withdrawal of your vested component in the relevant fund.
- (2) If you decide to transfer your Existing Benefit in a preservation provident fund or a preservation pension fund to the EasyEquities Retirement Annuity Fund, **you will lose the right** to take a full once off withdrawal of your vested component in the relevant preservation fund.

6.3 **You are responsible for your own investment decisions and not EasyEquities or the relevant EasyEquities Retirement Fund.** We encourage you to seek financial advice from a licensed financial advisor prior to making any investment decisions.

## 7. **GENERAL**

7.1 Communications in respect of the RF Switch for Cash Campaign, will be sent to you by email. **You are responsible for ensuring the email address which EasyEquities has on record for you is correct and you have not unsubscribed from emails from EasyEquities.** If you cannot be contacted, we reserve the right to withdraw the RF Investment Bonus from you.

7.2 **Should there be any disputes with regards to the successful completion of Form H and/or a Successful RF Transfer, EasyEquities in its sole discretion will have the right to determine whether it has been completed correctly or successfully transferred, as the case may be.**

7.3 **We may, at any time and in our sole discretion, amend these terms and conditions.** The amendment will be affected by publishing the new version of these terms and conditions accessible via the link to these terms and conditions in the email communicating this RF Switch for Cash Campaign to you and will apply to the RF Switch for Cash Campaign on the date of publication. **You acknowledge that by continuing to participate in the RF Switch for Cash Campaign you agree to be bound by any new version of these terms and conditions.**

7.4 EasyEquities is not responsible for inaccurate details supplied to any person by any third party who is not a representative or authorised by EasyEquities and connected with the RF Switch for Cash Campaign.

7.5 The RF Investment Bonus is not transferable.

7.6 **By participating in the RF Switch for Cash Campaign, you acknowledge and agree that:**

- (1) **EasyEquities will not be liable for any increases or decreases in the value of your Existing Benefit transferred to the relevant EasyEquities Retirement Fund and/or the RF Investment Bonus;**
- (2) **EasyEquities will not be liable for any delays or errors made by the transferor provider with regards to the transfer of your Existing Benefit to the relevant EasyEquities Retirement Fund and/or your RF Investment Bonus;**
- (3) **you are aware that you will be liable for the costs, fees or charges that you may incur as a result of transferring your Existing Benefit to the relevant EasyEquities Retirement Fund, and you are fully aware that EasyEquities will not be liable for any of these costs, fees or charges;**
- (4) **you are aware and agree that should you transfer your preservation provident fund or preservation pension fund into the EasyEquities Retirement Annuity Fund you will lose your right to make a withdrawal of the vested component in such fund;**

- (5) **you are aware that should you transfer your preservation provident fund or preservation pension fund to a EasyEquities Preservation Pension Fund or EasyEquities Preservation Provident Fund, you retain your right to take a full once off withdrawal of your vested component in the relevant fund;**
- (6) **you have considered your own personal and financial needs and determined whether this RF Switch for Cash Campaign is appropriate for you, and you are encouraged to seek independent financial advice before making any investment decisions; and**
- (7) **any information provided by us to you in respect of this RF Switch for Cash Campaign should not be construed as financial advice as defined in terms of FAIS.**

7.7 **Notwithstanding anything to the contrary, under no circumstances shall EasyEquities be liable to you for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the RF Switch for Cash Campaign.**

7.8 The above indemnity will not extend to any loss, expense or damage which arises as a result of the wilful misconduct or gross negligence of EasyEquities or any director, employee or officer of EasyEquities.

7.9 **You agree and acknowledge that all investment decisions are your own and made at your own risk and EasyEquities will not be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.**

7.10 You are providing your information to EasyEquities and not to any other party. The information provided will be used in conjunction with the EasyEquities' Privacy Policy.

7.11 **The recipients of the RF Investment Bonus agree to the use of their name and image in any publicity material and has the right to decline the use of his/her image in our marketing material by notifying us in writing within 24 hours after being notified that they have qualified for the RF Investment Bonus. Any personal data relating to the recipient or any other entrants will be used solely in accordance with the EasyEquities Privacy Notice and current South African data protection legislation(s) and will not be disclosed to a third party without the recipients prior consent.**

7.12 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled and the remaining clauses of these terms and conditions will still operate.

7.13 **You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyEquities and the RF Switch for Cash Campaign, will remain our sole and exclusive property. You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause, however received, to any third party.**

7.14 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

7.15 Except to the extent that any provision of these terms and conditions expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these terms and conditions falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.



## RETIREMENT ANNUITY SWITCH FOR CASH CAMPAIGN

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173 Oxford Road Rosebank,  
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## 1. INTRODUCTION

- 1.1 EasyEquities is running a retirement annuity transfer campaign in terms of which if you transfer your existing retirement annuity, preservation provident fund or preservation pension fund benefit with another provider ("Existing Benefit") to the EasyEquities Retirement Annuity Fund during the Campaign Period (as defined below), you will receive a transfer bonus of 1% (one percent) of the value of your Existing Benefit from EasyEquities deposited into your EasyEquities ZAR Account (the "RA Switch for Cash Campaign") in accordance with the terms and conditions set out below.
- 1.2 **The RA Switch for Cash Campaign is subject to these terms and conditions and is subject to and must be read together with the EasyEquities Retirement Funds Terms and Conditions.**
- 1.3 **The clauses in these terms and conditions that require your careful consideration are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.4 Capitalised terms used but not defined herein will have the same meaning as in the EasyEquities Retirement Funds Terms and Conditions.
- 1.5 **By participating in the RA Switch for Cash Campaign, you agree to be bound by these terms and conditions.**

## 2. HOW TO QUALIFY FOR THE RA SWITCH FOR CASH CAMPAIGN

- 2.1 Subject to clause 2.2 below, in order to qualify for the RA Switch for Cash Campaign, during the Campaign Period, you must:
  - (1) have an approved EasyEquities ZAR Account;
  - (2) be eligible to be a Member of the EasyEquities Retirement Annuity Fund;
  - (3) have activated the EasyEquities Retirement Annuity Fund;
  - (4) have started the transfer process by submitting a complete and accurate online transfer form found on the EasyEquities Wealth site (you can access the form [here](#)). In addition, you must email the following supporting documents to [retirement@easyequities.co.za](mailto:retirement@easyequities.co.za):
    - (a) a completed transfer application form;
    - (b) a copy of your Identity document; and
    - (c) SARS correspondence containing your tax number;
  - (5) be a South African resident.
- 2.2 Only EasyEquities Accounts that have been approved for Trading by EasyEquities in accordance with the EasyEquities Terms and Conditions, including without limitation, verification in terms of the Financial Intelligence Centre Act, 2001 ("FICA") will be eligible to participate in the RA Switch for Cash Campaign. This means that your Account must be FICA verified in order for you to qualify for the RA Switch for Cash Campaign.
- 2.3 Notwithstanding clause 2.1(4), in order to qualify for the RA Investment Bonus (defined below), the transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund which you initiated during the Campaign Period must be successful. Should you cancel or should the transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund be unsuccessful, EasyEquities shall be entitled to recoup the RA Investment Bonus as set out in clauses 5.3 and 5.5.

## 3. CAMPAIGN PERIOD

- 3.1 Subject to clause 3.2 below, the RA Switch for Cash Campaign will run from **01 October 2024** and will continue in perpetuity until such time we notify you of its termination ("Campaign Period"). You will be provided with 7 (seven) days' notice prior to the termination of the Campaign Period.
- 3.2 Notwithstanding clause 3.1, EasyEquities may reduce or extend the Campaign Period in its sole and absolute discretion. You will be notified of same in accordance with clause 7.3.

#### 4. RA INVESTMENT BONUS QUALIFYING CRITERIA

4.1 Subject to clause 5.1 below, each person who meets the eligibility requirements set out in clause 2 above, will qualify to receive back 1% (one percent) of the total value of their Existing Benefit transferred to the EasyEquities Retirement Annuity Fund from the transferor provider, paid by EasyEquities into their EasyEquities ZAR Account as a bonus ("RA Investment Bonus") in accordance with the terms and conditions set out below.

4.2 EasyEquities will verify your participation and compliance with these RA Switch for Cash Campaign rules. If you have not met one or more of the requirements set out in clause 2 above, EasyEquities at its own discretion reserves the right not to award you the RA Investment Bonus. In participating in the RA Switch for Cash Campaign you agree to act in good faith.

#### 5. RA INVESTMENT BONUS

5.1 Notwithstanding any clause to the contrary herein, the value of the RA Investment Bonus is calculated as 1% (one percent) of the total value of the monies received by the EasyEquities Retirement Annuity Fund from your transferor provider, as specified in the applicable transfer form in respect of this RA Switch Cash Campaign.

5.2 The RA Investment Bonus will be paid to you by EasyEquities as follows:

- (1) a portion of the RA Investment Bonus will be deposited into your EasyEquities ZAR Account within 7 (seven) Business Days of receipt of the completed transfer Form H from the transferor provider ("Tranche 1"). This portion will be 0.5% (half a percent) of the value of the Existing Benefit confirmed by the transferor provider in Form H; and
- (2) the remaining unpaid portion of the RA Investment Bonus will be deposited into your EasyEquities ZAR Account within 7 (seven) Business Days of the successful transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund. The successful completion of the transfer is the actual receipt of the Existing Benefit into the EasyEquities Retirement Annuity Fund's designated account, as confirmed by the transferor provider ("Successful RA Transfer").

5.3 **If the transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund is not successful for any reason whatsoever, you hereby authorise EasyEquities, at its discretion, to recoup, without any notice to you, the total value of the Tranche 1 payment from the cash and/or investments in your EasyEquities ZAR Account or any of your other accounts on the EasyEquities Platform from which deductions can be lawfully made.** The provisions relating to "Security Interest and Set Off" of the applicable EasyEquities Terms and Conditions will apply in this instance.

5.4 The RA Investment Bonus will be locked up for a period of 3 (three) years from the date of the Successful RA Transfer. This means that you will not be able to withdraw the Rand value of the RA Investment Bonus from the EasyEquities Platform for the aforementioned period. However, please note that Tranche 1 will be locked up from the date of deposit notwithstanding that the lock up period only commences from the date of the Successful RA Transfer. **You acknowledge that the RA Investment Bonus may not be withdrawn or transferred during the aforementioned lock up period, and you accept the associated risks.**

5.5 **Subject to clause 5.3 and applicable law, should you withdraw or transfer out of the EasyEquities Retirement Annuity Fund for any reason whatsoever before the expiry of the 3 (three) year period, you hereby authorise EasyEquities, at its discretion, to recoup, without any notice to you, the total value of the RA Investment Bonus from your EasyEquities ZAR Account or any of your other accounts on the EasyEquities Platform from which deductions can be lawfully made.** The provisions relating to "Security Interest and Set Off" of the applicable EasyEquities Terms and Conditions will apply in this instance. However, should you retire and purchase a living annuity from the EasyEquities Living Annuity, the aforementioned restrictions will be excluded, and the 3 (three) year lock up period will still be applicable and carry over.

5.6 **Should you have more than one transfer in progress concurrently during the Campaign Period, the final portion of the RA Investment Bonus relating to any individual transfer may, at our discretion, only be paid after all the transfers have been successfully completed.**

5.7 **By participating in this RA Switch for Cash Campaign, you acknowledge and agree that you have determined that the transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund and/or the RA Investment Bonus is suitable for you and that EasyEquities will not be responsible for any losses suffered by you in respect of the transfer and/or the RA Investment Bonus. EasyEquities provides no recommendations, guidance or proposals regarding the suitability of the EasyEquities Retirement Annuity Fund and/or RA Investment Bonus for you and your financial needs.**

## 6. **IMPORTANT CONSIDERATIONS FOR TRANSFERS TO THE EASYEQUITIES RETIREMENT ANNUITY FUND**

6.1 From 1 September 2024, the legislated “Two Pot System” came into effect.

6.2 In respect of Two Pot System:

- (1) if you transfer from a preservation provident fund or a preservation pension fund to another preservation provident fund or preservation pension fund as the case may be, you retain your right to take a full once off withdrawal of your vested component in the relevant fund.
- (2) If you decide to transfer your Existing Benefit in a preservation provident fund or a preservation pension fund to the EasyEquities Retirement Annuity Fund, **you will lose the right** to take a full once off withdrawal of your vested component in the relevant preservation fund.

6.3 **You are responsible for your own investment decisions and not EasyEquities or the relevant EasyEquities Retirement Fund.** We encourage you to seek financial advice from a licensed financial advisor prior to making any investment decisions.

## 7. **GENERAL**

7.1 Communications in respect of the RA Switch for Cash Campaign, will be sent to you by email. **You are responsible for ensuring the email address which EasyEquities has on record for you is correct and you have not unsubscribed from emails from EasyEquities.** If you cannot be contacted, we reserve the right to withdraw the RA Investment Bonus from you.

7.2 **Should there be any disputes with regards to the successful completion of Form H and/or a Successful RA Transfer, EasyEquities in its sole discretion will have the right to determine whether it has been completed correctly or successfully transferred, as the case may be.**

7.3 **We may, at any time and in our sole discretion, amend these terms and conditions.** The amendment will be affected by publishing the new version of these terms and conditions accessible via the link to these terms and conditions in the email communicating this RA Switch for Cash Campaign to you and will apply to the RA Switch for Cash Campaign on the date of publication. **You acknowledge that by continuing to participate in the RA Switch for Cash Campaign you agree to be bound by any new version of these terms and conditions.**

7.4 EasyEquities is not responsible for inaccurate details supplied to any person by any third party who is not a representative or authorised by EasyEquities and connected with the RA Switch for Cash Campaign.

7.5 The RA Investment Bonus is not transferable.

7.6 **By participating in the RA Switch for Cash Campaign, you acknowledge and agree that:**

- (1) **EasyEquities will not be liable for any increases or decreases in the value of your Existing Benefit transferred to the EasyEquities Retirement Annuity Fund and/or the RA Investment Bonus;**
- (2) **EasyEquities will not be liable for any delays or errors made by the transferor provider with regards to the transfer of your Existing Benefit to the EasyEquities Retirement Annuity Fund and/or your RA Investment Bonus;**
- (3) **you are aware that you will be liable for the costs, fees or charges that you may incur as a result of transferring your Existing Benefit to the EasyEquities Retirement Annuity Fund, and you are fully aware that EasyEquities will not be liable for any of these costs, fees or charges;**
- (4) **you are aware and agree that should you transfer your preservation provident fund or preservation pension fund into the EasyEquities Retirement Annuity Fund you will lose your right to make a withdrawal of the vested component in such fund;**
- (5) **you have considered your own personal and financial needs and determined whether this RA Switch for Cash Campaign is appropriate for you and you are encouraged to seek independent financial advice before making any investment decisions; and**

(6) any information provided by us to you in respect of this RA Switch for Cash Campaign should not be construed as financial advice as defined in terms of FAIS.

7.7 **Notwithstanding anything to the contrary, under no circumstances shall EasyEquities be liable to you for any direct, indirect, incidental, special or consequential damages arising out of or in connection with the RA Switch for Cash Campaign.**

7.8 The above indemnity will not extend to any loss, expense or damage which arises as a result of the wilful misconduct or gross negligence of EasyEquities or any director, employee or officer of EasyEquities.

7.9 **You agree and acknowledge that all investment decisions are your own and made at your own risk and EasyEquities will not be liable for any direct, indirect, incidental, special or consequential losses or damages arising out of or in connection with your investment decisions.**

7.10 You are providing your information to EasyEquities and not to any other party. The information provided will be used in conjunction with the EasyEquities' Privacy Policy.

7.11 **The recipients of the RA Investment Bonus agree to the use of their name and image in any publicity material and has the right to decline the use of his/her image in our marketing material by notifying us in writing within 24 hours after being notified that they have qualified for the RA Investment Bonus Any personal data relating to the recipient or any other entrants will be used solely in accordance with the EasyEquities Privacy Notice and current South African data protection legislation(s) and will not be disclosed to a third party without the recipients prior consent.**

7.12 If any clause of these terms and conditions is illegal or unenforceable, that particular clause may be cancelled and the remaining clauses of these terms and conditions will still operate.

7.13 **You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by internet electronic communication or mobile phone), together with any advertising media, website or other material connected to EasyEquities and the RA Switch for Cash Campaign, will remain our sole and exclusive property. You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in this clause, however received, to any third party.**

7.14 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

7.15 Except to the extent that any provision of these terms and conditions expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these terms and conditions falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.