



# SELECT MANAGER

## WEBSITE TERMS OF USE

### INTRODUCTION

This website, [www.selectmanager.co.za](http://www.selectmanager.co.za) ("website"), is owned and operated by Select Manager (Pty) Ltd ("Select Manager"), a private company registered in the Republic of South Africa, registration number 2000/029812/07, with its business address at Catnia Building, Bella Rosa Village, Bella Rosa Street, Bellville, 7530. Select Manager is an independent investment manager and authorised Financial Services Provider, FSP928.

### 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 Select Manager, whether signed by Select Manager or not, and any portion of the content contained on this website, or any document submitted to Select Manager through this website, the provision contained in the hardcopy of the document produced by Select Manager will prevail irrespective of whether the hardcopy of the document has already been produced or will be produced in the future.

### JURISDICTION

These Terms will be governed and construed in accordance with the laws 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

Select Manager will use all reasonable endeavours to provide you with continuous access to the website and cannot guarantee the security of this website.

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. Select Manager 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.

### 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 products. 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.

### 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, Select Manager will assume that the records maintained by Select Manager are correct unless you are able to prove the contrary. You accept that Select Manager will not be responsible and disclaims all liability for any claims arising 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. Select Manager 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 Select Manager. Personal information transmitted to Select Manager will be treated in accordance with our Privacy Policy as published on this website.

## DISCLAIMER AND LIMITATION OF LIABILITY

Select Manager accepts no liability whatsoever from you placing any reliance upon any information 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.

## COPYRIGHT

You acknowledge and agree that we retain all copyright, website content and intellectual property rights made available through this website. All information displayed on the website is subject to the copyright of Select Manager or its licensors. All trademarks, logos, and designs, whether registered or not, used on this website are those of Select Manager and are protected by intellectual property laws.

Your access to this website does not in any way convey or transfer any right in or to the intellectual property rights of Select Manager. Unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other use, or exploitation of this material will constitute an infringement of such protection.

The copyright and all other rights in the information in this website is owned by or licensed to Select Manager. You are prohibited from copying, reproducing, modifying, distributing, republishing, displaying, posting, or transmitting any part of the website without our permission. You may view or print individual pages only for your own personal, non-commercial use provided you keep intact all copyright and other proprietary notices.

## COMPLAINTS AND DISPUTES

We will deal with any complaints and queries that you may have in line with our Complaints Procedure. Should you have any complaints, please feel free to contact us at [complaints@naviga.co.za](mailto:complaints@naviga.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.

### CONTACT DETAILS

Tel: 087 944 7999

E-mail: [info@efgroup.co.za](mailto:info@efgroup.co.za)

Website: [www.selectmanager.co.za](http://www.selectmanager.co.za)

August 2021