PMD INVESTMENT SOLUTIONS
"Wataalamu" in Forex, Stock Market & Conference Training
Company Reg: 2013/210552/07| VAT: 4610268700

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TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement shall have the following meaning:

"Service" shall mean: the course and training provided by the seller PMD Investment Solutions, such service shall include, but shall not be limited to: TRADING AND INTRODUCTION TO FINANCIAL MARKETS;

"Agreement" shall mean: this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

"Company" shall mean: PMD Investment Solutions (Pty) Ltd, Company Registration number 2013/210552/07

"Notice" shall mean a written document;

"Copyright" shall mean full and complete copyright in the course material;

"Material" shall mean: FINANCIAL MARKETS STUDY MODULES, developed and written by the seller in aid of the existing clients and all documentation relating thereto.

"The Product/s sold" means the goods and/or services sold and whose particulars appear on the invoice or provided to the Purchaser by the Company.

2. GENERAL

If any clause of this agreement renders itself invalid, void and/or unenforceable, the remaining clauses of this agreement shall remain in full force and effect.

The offer to purchase or the placing of any order with the Company, shall, in the absence of a written agreement to the contrary, be deemed to be subject to these conditions.

The purchaser acknowledges that he/she has read this document and understands the meaning and implications thereof and signs this document out of his/her own free will.

If either party at any time breaches a term and condition of this agreement, the aggrieved party may at any such time exercise any right it may have in terms of this agreement, notwithstanding granting an extended period for remedy, unless, the aggrieved party has expressly elected in writing or by clear unambiguous conduct that such right be relinquished.

3. OFFER TO PURCHASE

The Subscriber, having seen a presentation and reviewed the Services, wishes to subscribe to the services on the terms and conditions contained herein. This is an irrevocable offer to purchase the product(s) described in the front of this document and may not be withdrawn by the client. The clients offer will not be binding on the Company unless and until it is accepted by the Company Dispatch of the product(s) by the Company to the client shall be deemed to constitute notice of the Company's acceptance of the offer.

4. THE COMPANY GUARANTEE

4.1 The Company undertakes to replace any damaged or faulty product(s) by return post.

4.2 The Company undertakes to assist the client/student wherever possible to understand and use its product(s). To this end the Company has a client Support line, which contact number is readily available

4.3 Save as provided for the above. The Company shall not be responsible to the client or any third party for replacement, postage or delivery charges, payment of loss, or damage whether arising directly or consequently, or arising from any cause whatsoever.

5. DOWNLOAD OF STOCK EXCHANGE DATA EXCLUSIVE BY FRANCHISOR

Should the client enrol on the front of this agreement for the download of Stock Exchange Data and/or financial market information (hereinafter called the download), the client acknowledges and agrees that the download will be subject to the following terms and conditions:

5.1.1 Minimum 12 (twelve) month contract.

The download will endure for a minimum period of 12 months commencing from the month immediately following the month in which the agreement was signed by the client and it may not be cancelled, terminated or varied by the client at any time during this period. Thereafter it shall renew automatically every 2 months, but may be terminated by the client provided by the franchisor has received written notice of the client's intention to terminate the download not less than 2 months prior to the termination date.

5.1.2 For the duration of the agreement and subsequent renewals thereof, the client shall pay the franchisor. The download fee without deduction, or set off any kind as set out in the front of the agreement monthly in arrears, together with increases therein if any.

5.1.3 The client agrees that after payment of the download fee has been arranged by withdrawals through the ACB Magnetic Tape Services, or a similar facility, and at least 1 (one) instalment has been paid to the franchisor in this manner and has not been returned unpaid, the client shall be bound to continue paying the download fee for the minimum duration of the agreement, and any subsequent renewals thereof.

5.1.4 The franchisor makes no representations or warranties or in any way guarantees the timeless accuracy, completeness or availability of the information. The franchisor disclaims and shall not be liable to pay for any loss or damage. Whether direct or consequential arising from any acts or omissions on the part of the Stock Exchange to the Client.

5.1.5 The franchisor is not responsible for faulty or inadequate capability in computer hardware or software being used by the client. The onus rests with the client to ensure that computer hardware; modems and related equipment are in good working order and are capable of accommodating the products a service of the Company and/or the franchisor.

6 CLIENT CONTRACTING WITH FRANCHISEE AND FRANCHISOR ALONE

6.1 Save and except for the provisions of this agreement for the rendering of the download and payment of the download fee, wherein all references to the franchisor shall remain unaffected in the event that the name of the franchisee completed in the block space provided in the top right hand side of the front hereof. Then this agreement is entered into by and between the franchisee and the client. The client, then all the references herein to the Company shall be deemed to be a reference to the franchisee. If this agreement is entered into by and between the franchisor and the client, then all reference herein to the Company shall be deemed to be references to the franchisor.

6.2 Notwithstanding the provisions of 4.1 above the franchisor alternative a person or persons duty authorised by it shall be solely responsible for the rendering of the download to the client and the client shall remain liable to pay the franchisor and no other person for the download, for the duration of the agreement and any renewal thereof.

7 PAYMENT

7.1 Unless terms have been agreed as set out on the front of this document, or otherwise in writing signed by the Client and the Company, payment for the product(s) shall be due on the Signature of this contract.

7.2 In the event that payment for the product(s) is agreed to be by means of instalments (including post-dated cheques) then should any one instalment not be made on the due date, the full outstanding balance shall immediately be due and payable.

7.3 Failure of the client to commence the course or to continue the course or to complete the course or use the product(s) shall not entitle the client to any reduction of fees or any refund.

7.4 Should any of the amounts stipulated for payments by credit card, be rejected for payment by the client's bankers, the Company shall have the right without notification to the client, to re-apply to the client's bankers for payment to be effected on any other terms acceptable to the client's bankers. In this respect, the company is irrevocably appointed the client's agent to give effect hereto.

7.5 If finance for payment of the product(s) is granted by any entity other than the company, all the provisions of the finance agreement shall be binding solely on the client and shall not affect the Company's rights, notwithstanding that the purchase price or a part thereof may be paid to the Company by the finance grantor.

7.6 **DOWNLOAD FEE:**

7.6.1 The client appoints and authorises the franchiser exclusively to withdraw money from the client's bank account in any amount equal to the download fee, monthly on or about the 1st business day of each month for the duration of the agreement. All withdrawals are deemed to have been separately signed and authorised by the client.

7.6.2 Provided the franchiser affords the client 30 (thirty) days' notice thereof the franchiser shall be entitled to increase the monthly download fee in its sole discretion.

8 DISCLAIMER & NOTIFICATION

8.1 Without limitation, any investment which Subscriber may make as result of any information, advice or material acquired as a direct or indirect result of this Agreement shall be entirely at the Subscriber's risk and the Subscriber holds PMD Investment Solutions, its distributors and employees harmless against any and all loss (direct, indirect or consequential).

8.2 Subscriber is advised that commission may be paid to a sales agent by PMD Investment Solutions in respect of this Agreement.

8.3 PMD Investment Solutions does not warrant that the Service(s) will operate correctly in all environments. In the event of technical or insuperable operating environment problems, PMD Investment Solutions will refund the installation cost and a maximum of one monthly subscription payment. Technical problems must be brought to the attention of PMD Investment Solutions support within seven days.

9. ARBITRATION

9.1 A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.

9.2 Such arbitration proceedings shall be held in (insert name of the city where proceedings will take place) and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

- the usual formalities of procedure (e.g there shall not be any pleadings or discovery);
- the strict rules of evidence;
- Immediately and with a view to its being completed within (30) calendar days after it is demanded.

9.3 The arbitrator for such arbitration proceedings shall:

- be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least (20) years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the (Gerald Koekomoer); or

9.4 The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.

9.5 The "arbitration" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.

9.6 No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

11. WARRANTIES AND REPRESENTATIONS

All warranties implied by law are excluded. The Company does not make any warranties, express or implied, nor does it make any representation other than those contained in these general terms and conditions , the agreement of which this forms part, or those reduced to writing and signed by or on behalf of the Company. Without derogating from the generality of the first sentence of this paragraph, under no circumstances shall anything contained in in these general terms and conditions , the agreement of which this forms part, or those reduced to writing and signed by or on behalf of the Company be construed as constituting a warranty furnished by the Company.

13. INDEMNITY

The Purchaser hereby indemnifies the Company against all claims brought against the Company by third parties, and all other costs incurred by the Company in defending or settling

such claims arising from any cause whatsoever in connection with this agreement, any services rendered by the Company to the Purchaser or goods sold to the Purchaser. This indemnity shall inter alia include, but shall not be limited to any claims for damages for personal injury, or arising out of an infringement of the proprietary rights of any person.

14. LIABILITY FOR DAMAGES

14.1 General

The Purchaser shall have no remedies arising out of these Terms and Conditions, or from the Company's performance, non-performance or defective performance of any of its obligations to the Purchaser other than those specifically provided for in these terms and conditions.

14.2 Exclusion of Liability

The Company shall not be liable for any loss or damage, whether consequential or otherwise, sustained by the Purchaser, its employees, agents or representatives or third parties arising from any cause whatsoever, including, without limiting the generality thereof, breach of contract (whether total, fundamental or otherwise), the sale of any goods to the Purchaser, or the rendering of any service to the Purchaser, notwithstanding the fact that such loss or damage may have been occasioned by the delicate or negligence of the Company, its employees, agents or representatives of another person acting on behalf of the Company

15. LEGAL SYSTEM APPLIED

This agreement is deemed to be entered into in the Republic of South Africa and the interpretation validity and compliance thereof, is governed in all aspects by the Laws of the Republic of South Africa and the parties therefore submit to the jurisdiction of the Courts of the Republic of South Africa.

16.1 COPYRIGHT

Copyright in all materials and product(s) sold by the Company remains vested in the holder and neither the client nor any subsequent possessor thereof shall be entitled to copy, reproduce, store, market, sell, disseminate, publish or broadcast the material or the product(s) in any way whatsoever without the prior written consent of the holder. Infringements of copyright may result in criminal prosecution and/or civil action.

16.2 TRADE MARK

The marks *PMD** PMD INVESTMENT SOLUTIONS* and the marks of the product the client signs for are subjects to existing or pending Trade Mark applications or registration and are used exclusively by the company under licence from the holder. No person may use the marks without the holder's prior consent.

18. DOMICILIUM

The client chooses as his/her domicilium citandi et executandi the address appointed in the application overleaf, for all purpose arising out of or in connection with the agreement. The client may change his/her domicilium to any other street address by giving the Company written notice delivered by pre-paid register post to the company address stated in the front of this document, which notice shall take effect on receipt of the notice by the Company.

19. LEGAL FEES

In the event of the Company employing an attorney to recover any amounts due in terms of this contract, the client shall be responsible for payment of all attorney's fee on the attorney and own client basis-including collection commission tracing charges and bank charges.

20. INTERPRETATION

The headings of the clause in this agreement are for ease of reference only and shall not be used in the interpretation of the contents of the clauses.

21. WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. No agreement adding to, varying, cancelling or consensually cancelling this agreement shall be binding on the parties unless reduced to writing and signed by both parties. Non-Professional End User

(a) is one of the following:

(i) a natural person;

(ii) a company or close corporation incorporated and registered in South Africa whose shareholders or members are one or more of 1) the natural person referred to in (i) above; and 2) such natural person's immediate family (i.e. his spouse, parents, grandparents, children and/or grandchildren) and whose management and daily operations are under the control of such natural person and/or such natural person's immediate family; or

(iii) a trust registered with the Master of the High Court of any division of the High Court of South Africa the beneficiaries of which are the natural person referred to in (iv) above and/or his immediate family; or

(iv) an unincorporated entity operating an investment club for natural persons only, on a non-professional basis; and

(b) is not registered or qualified as (or required to be registered or qualified as), and does not directly or indirectly act in any capacity (directly or indirectly) as, a securities trader, investment advisor or asset manager with any local or foreign financial exchange, regulatory authority, professional association or professional body recognized under any law; and

(c) does not directly or indirectly use any Data for any business or professional purposes whatsoever;

(d) uses the Data solely to manage the personal funds of any of the natural persons referred to in

(e) above and/or those of his immediate family and does not change or receive any fee or other consideration for this use; and

(f) does not distribute any Data or allow any other third party to use any Data in any way.

Professional End User – other than Non-Professional End User

22. DECLARATION

The Applicant:

22.1 I the subscriber understand that I am entitled to cancel this contract within five days of the date on which I signed this contract, excluding the day of signature as well as Saturday, Sunday and public holidays. This cancellation must be conveyed in writing by me and must be received by the seller or any employee of the seller, within the five day period, at the physical address of the seller ''in writing'' includes the use of electronic means to transmit messages, provided a hard copy of message can be reproduced without alteration by seller

22.2 I prefer to pay the purchase price in a once off payment, whether by cash, cheque or debit on my credit card or;

a) I prefer to make monthly payments on my credit card
b) I understand that should I select this option, the seller will be credited with the full purchase price, and that I will have to make monthly repayments, including interest at the prevailing interest rates to the bank
c) The terms and conditions and costs involved for both options were explained to me and a copy of the ,contract which include the statements above as well as the signed statement by the seller that I will be refunded the money paid by me

should I cancel this contract within five days was handed to me.

d) I have not made any verbal promises to the buyer which were not printed in any official literature of the firm. Upon termination of the contract by the buyer as set out above. I shall within five days as defined above, refund all payments made by the buyer or reverse any credit transaction

22.3 The Applicant acknowledges that it selected the Credit Provider for the advance of the loan.

22.4 Confirms that he/she applied for a loan with the Credit Provider and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;

22.5 Confirms that the Applicant and Student understand that the Credit Provider will take legal action against any person who commits any act that can be defined as fraudulent. The Credit Provider will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the Service Provider, which will further be entitled to take any action it deems fit;

22.6 Understands that the Credit Provider is not an agent or representative of the Service Provider except for the purpose of administering and delivering of the services promised as agreed between the Credit Provider and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;

22.7 The credit grantor may;

a) perform a credit search on the applicant's credit profile with one or more of the registered Credit Bureaus when assessing the Applicants application for credit.

b) monitor the credit applicant's payment behaviour by researching their profile at one or more of the Credit Bureaus. Use new information and data obtained from Credit Bureaus in respect to the applicant's future credit applications. Record the existence of the applicants account with the Credit Bureaus. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting their obligations on the account.

22.8 Declares that by signing this contract I have read and understood and agree to be bound by the terms and conditions of this Agreement, I confirm that no verbal promises or warranties other than contained in this order form and the agreement/ contract have been made by Pmd Investments Solutions or its agents or representatives.

22.9 I fully acknowledges that he/she fully understands the risks, costs and obligations associated with entering into this Agreement