



Portal Terms and Conditions

These terms and conditions, together with our [Privacy Notice](#) and our [Fund Information Document](#) (collectively our "**Terms**") will form a written contract between you and RealFin and will govern your access to and use of the RealFin Investor Portal ("**Portal**").

By using the Portal, you represent and warrant that you have the legal capacity to enter into a binding agreement and, where applicable, that you have the requisite authority to act on behalf of any Client, entity, or principal for whom you are submitting Instructions.

The Terms are supplementary to any investment mandate, application form, fund fact sheet, supplemental deed, or other agreement entered into between you and RealFin. In the event of a conflict between the Terms and any such agreement, the Terms shall prevail in respect of matters relating to the use of the Portal, unless the other agreement expressly provides otherwise.

RealFin reserves the right to amend the Terms at any time in its sole discretion. Amendments will be effective upon publication of the updated Terms on the Portal or RealFin's website(s), unless a later effective date is specified. RealFin will use reasonable efforts to notify you of material amendments to the Terms, but you are responsible for reviewing the Terms periodically to ensure you are aware of any changes. Your continued use of the Portal following the publication of amended Terms constitutes your acceptance of such amendments. If you do not agree to the amended Terms, you must immediately cease using the Portal.

1 Definitions

In these terms, the following words and expressions shall have the meanings assigned to them below, unless the context indicates otherwise:

- 1.1 "**Access Credentials**" means the username, password, personal identification number, one-time password, biometric identifiers, or any other authentication mechanism used to access the Portal;
- 1.2 "**Authorised User**" means a Client, Financial Adviser, LISP, Fund Manager or any other person who has been granted access to the Portal in accordance with the Terms;
- 1.3 "**Business Day**" means any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa;
- 1.4 "**Client**" means any natural or juristic person who holds participatory interests in any fund administered by RealFin and who has been granted access to the Portal;

- 1.5 "Financial Adviser" means a financial services provider or representative appointed by a Client and authorised under the FAIS Act to provide advice and intermediary services in respect of collective investment schemes, who has been granted access to the Portal;
- 1.6 "Fund Information Document" means our Fund Information Document available at <https://realfin.co.za/fund-files/fund-files/RCIS-Fund-Information-Document.pdf>;
- 1.7 "Instruction" means any instruction submitted through the Portal relating to investments, including but not limited to purchase orders, redemption requests, switch instructions, income distribution elections, and changes to investor details;
- 1.8 "LISP" means a Linked Investment Service Provider that has entered into an agreement with RealFin and has been granted access to the Portal;
- 1.9 "Portal" means the RealFin online platform accessible via the Internet or mobile application, that enables Authorised Users to view investment information and submit Instructions;
- 1.10 "RealFin" "we", "us", or "our" means RealFin Collective Investment Schemes (RF) (Pty) Ltd, and where applicable any of the entities in the RealFin Group;
- 1.11 "RealFin Group" means RealFin Holdings (Pty) Ltd and any of its subsidiaries.

2 Registration and Access

2.1 Registration Requirements

To access the Portal, you must complete the registration process prescribed by RealFin and provide such information and documentation as RealFin may reasonably require .

2.2 Accuracy of Registration Information

You warrant that all information provided during the registration process is true, accurate, current, and complete. You undertake to promptly update your registration information to ensure it remains accurate and current.

2.3 Grant of Access

Subject to your compliance with the Terms and successful completion of the registration process, RealFin grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Portal for its intended purposes.

2.4 Suspension and Termination

RealFin reserves the right, in its sole discretion and without prior notice, to suspend or terminate your access to the Portal if RealFin reasonably believes that you have breached the Terms, provided false or misleading information, used the Portal for any unlawful purpose, or if continued access poses a security risk to RealFin, other users, or the Portal.

3 Access Credentials and Security

3.1 Confidentiality of Access Credentials

You are solely responsible for maintaining the confidentiality and security of your Access Credentials. You must treat your Access Credentials as strictly confidential and must not disclose them to any third party. RealFin shall never request your password or full Access Credentials via email, telephone, or any other means.

3.2 Security Measures

You must take all reasonable precautions to prevent unauthorised access to the Portal through your account, including but not limited to selecting strong passwords that are not easily guessed, changing your password regularly, ensuring that your password is not stored in a manner that is accessible to others, logging out of the Portal when not in use, not accessing the Portal from public or unsecured computers or networks, and installing and maintaining current antivirus software and firewalls on any device used to access the Portal.

3.3 Notification of Compromise

You must immediately notify RealFin in writing to clientservices@realfin.co.za, if you become aware or suspect that your Access Credentials have been compromised, lost, stolen, or used without your authorisation. You shall remain liable for all activities conducted through your account.

3.4 Deemed Authorisation

Any access to the Portal and any Instructions submitted using your Access Credentials shall be deemed to have been made by you and shall be binding upon you. You acknowledge that RealFin is entitled to rely on any instruction received through the Portal using valid Access Credentials without further verification of the identity or authority of the person submitting the instruction.

4 Instructions

4.1 User Responsibility for Instructions

You are solely responsible for the accuracy, completeness, and validity of all Instructions submitted through the Portal. This includes, but is not limited to, ensuring the correctness of account numbers, fund codes, investment amounts, bank details, and all other relevant information.

4.2 Verification of Instructions

You must carefully review all Instructions before submission. Once an Instruction is submitted, it shall be deemed irrevocable, unless RealFin agrees in writing and in its sole discretion to cancel or amend the instruction, provided always that such cancellation or amendment is operationally feasible and compliant with applicable laws and regulations.

4.3 Processing of Instructions

RealFin will endeavour to process Instructions in accordance with its standard operating procedures and within the timeframes communicated to you. However, processing times may be affected by factors beyond RealFin's control, including market conditions, third-party service providers, system outages, and regulatory requirements. Instructions received after the applicable cut-off time on a Business Day, or on a day that is not a Business Day, will be processed on the next Business Day. For more information on cut-off times, please refer to our Fund Information Document.

4.4 Confirmation of Instructions

RealFin will provide confirmation of Instructions processed through the Portal. You must promptly review all confirmations and notify RealFin in writing to clientservices@realfin.co.za, within five (5) Business Days of any discrepancy between the confirmation and the instruction you submitted. Failure to notify RealFin within this period shall constitute acceptance of the confirmation as accurate.

4.5 Rejection of Instructions

RealFin reserves the right to reject any Instruction that is incomplete, unclear, or inconsistent, that does not comply with applicable laws, regulations, or fund rules, that cannot be executed due to market conditions or operational constraints, that RealFin reasonably suspects is fraudulent or unauthorised, or for any other reason that RealFin considers appropriate in the circumstances. RealFin shall not be liable for any loss or damage arising from the rejection of an Instruction.

5 Platform Availability

5.1 Best Efforts Availability

The Portal is provided on a "best efforts" basis. RealFin does not warrant or guarantee that the Portal will be available at all times or that access will be uninterrupted, timely, secure, or error-free. You acknowledge that the Portal may be subject to temporary unavailability due to scheduled maintenance, upgrades, or enhancements, unscheduled maintenance or emergency repairs, technical failures, software bugs, or system errors, telecommunication or internet service failures, cyber-attacks, denial of service attacks, or other security incidents, power outages, acts of God, or other events beyond RealFin's reasonable control.

5.2 Alternative Channels

In the event that the Portal is unavailable, you can submit an instruction to RealFin by completing the relevant form and emailing it to clientservices@realfin.co.za, or contact RealFin through alternative channels as communicated by RealFin from time to time. RealFin shall not be responsible for any delay or failure in processing instructions submitted through alternative channels.

6 Information Displayed on the Portal

6.1 Investment Information

The Portal may display investment information including account balances, unit holdings, transaction history, fund prices, performance data, and other information relating to your investments. While RealFin endeavours to ensure that the information displayed is accurate and current, you acknowledge that such information may be delayed, incomplete, or subject to change, and should not be relied upon as the sole basis for making investment decisions.

6.2 No Investment Advice

Nothing contained in the Portal or displayed therein constitutes investment advice, financial advice, tax advice, or a recommendation to buy, sell, or hold any investment. The information provided is for general information purposes only. You should seek independent professional advice before making any investment decision.

6.3 Pricing Information

Fund prices and other pricing information displayed on the Portal may differ from the actual prices at which transactions are processed. RealFin will confirm pricing in its confirmation communication send to you in accordance with clause 4.4

above. RealFin accepts no liability for any loss arising from reliance on pricing information displayed on the Portal.

7 Limitation of Liability

7.1 Exclusion of Warranties

To the maximum extent permitted by applicable law, the Portal is provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or non-infringement. RealFin does not warrant that the Portal will meet your requirements, be compatible with your hardware or software, or that any errors or defects will be corrected.

7.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REALFIN, ITS DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE PORTAL, ANY ERRORS, OMISSIONS, OR INACCURACIES IN INFORMATION DISPLAYED ON THE PORTAL, ANY INVESTMENT INSTRUCTION SUBMITTED THROUGH THE PORTAL, ANY UNAUTHORISED ACCESS TO OR USE OF YOUR ACCOUNT, ANY SECURITY BREACH, VIRUS, OR OTHER HARMFUL COMPONENT TRANSMITTED THROUGH THE PORTAL, ANY DELAY, FAILURE, OR INTERRUPTION IN THE OPERATION OF THE PORTAL, OR ANY OTHER MATTER RELATING TO THE PORTAL.

7.3 Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS REALFIN, ITS DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND AFFILIATES FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES) ARISING FROM OR IN CONNECTION WITH YOUR BREACH OF THESE TERMS, YOUR NEGLIGENT OR WRONGFUL USE OF THE PORTAL, ANY INVESTMENT INSTRUCTION SUBMITTED THROUGH YOUR ACCOUNT, ANY INACCURACY IN INFORMATION PROVIDED BY YOU, OR YOUR VIOLATION OF ANY APPLICABLE LAW OR REGULATION.

7.4 Preservation of Statutory Rights

Nothing in these Terms shall exclude or limit any liability that cannot be excluded or limited under applicable law, including the Consumer Protection Act, 2008, where applicable, and the provisions of FAIS and Cisca relating to the liability of financial services providers.

8 Intellectual Property

8.1 Ownership

The Portal and all content, features, functionality, software, design elements, trademarks, logos, and other intellectual property contained therein are owned by RealFin or its licensors and are protected by South African and international intellectual property laws. Nothing in these Terms grants you any right, title, or interest in such intellectual property.

8.2 Restrictions on Use

You may not copy, reproduce, modify, adapt, distribute, sell, license, or create derivative works from any part of the Portal without the prior written consent of RealFin. You may not use any automated means, including robots, spiders, or scrapers, to access the Portal or collect information therefrom.

9 Privacy and Data Protection

9.1 Collection and Processing of Personal Information

RealFin collects and processes personal information in accordance with the Protection of Personal Information Act, 2013 ("POPIA") and our Privacy Notice. By using the Portal, you consent to the collection, processing, and disclosure of your personal information as described in our Privacy Notice.

9.2 Privacy Notice

Full details of how RealFin collects, uses, stores, and protects your personal information are set out in our Privacy Policy, which is incorporated into these terms by reference.

9.3 Cookies and Tracking Technologies

The Portal may use cookies and other tracking technologies to enhance your user experience and for analytical purposes. By using the Portal, you consent to the use of such technologies in accordance with our Privacy Notice.

10 Electronic Communications

10.1 Consent to Electronic Communications

By using the Portal, you consent to receive communications from RealFin electronically, including notifications, confirmations, statements, and other communications relating to your use of the Portal and your investments. You agree that all communications delivered electronically satisfy any legal requirement that such communications be in writing.

10.2 Electronic Signatures

You agree that your use of the Portal, including the submission of Instructions using your Access Credentials, constitutes an electronic signature in accordance with the Electronic Communications and Transactions Act, 2002 ("ECTA"), and that such electronic signatures are valid and binding.

10.3 Risks of Electronic Communication

You acknowledge that electronic communications, including internet-based transmissions, are not secure and may be subject to interception, interference, delay, corruption, or loss. RealFin shall not be liable for any loss or damage arising from the transmission of information via the Portal or electronic communication.

11 General Provisions

- 11.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, and you submit to the exclusive jurisdiction of the South African courts.
- 11.2 If any provision of these terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.
- 11.3 The failure of RealFin to enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorised representative of RealFin.
- 11.4 The Terms, and any other documents incorporated by reference, constitute the entire agreement between you and RealFin regarding the use of the Portal.
- 11.5 You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of RealFin. RealFin may assign or transfer its rights and obligations under the Terms to any third party without your consent.
- 11.6 Any notice required to be given under the Terms shall be in writing and shall be deemed delivered when sent via the Portal, by email to the address registered on the Portal, or by such other means as RealFin may specify from time to time.

12 Contact Us

For queries regarding these Terms or the Portal, please contact RealFin at clientservice@realfin.co.za or call us at 021-701 3777.

Should you have any complaints in relation to the Portal or our services you can contact us at complaints@realfin.co.za.