# ALFA FINANCIALS (PTY) LTD. SOFTWARE END USER LICENSE AGREEMENT

Version 1.0 May 2016

### SOFTWARE END USER LICENSE AGREEMENT

### I. INTRODUCTION.

Alfa Financials PTY Ltd. ("Alfa Financials") is willing to license the software (defined below) to you only upon the condition that you accept all of the terms contained in this End User License Agreement ("EULA"). This EULA is a legal agreement between you and Alfa Financials. Read it carefully before completing the installation process and/or using the software. By using the software you acknowledge that you have read the terms of the EULA and agree to them. If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to these terms. If you do not have such authority, or if you do not wish to be bound by the terms, then you cannot use the software identified below or any other media on which the software is contained.

### II. DEFINITIONS.

Software. Software is defined as downloadable Alfa Financials platforms and APIs

including but not limited to Alfa Financials Trading Platform and any other software, updates or error corrections provided by Alfa Financials.

Software also includes any data, media, files, user manuals, programming guides, signals, messages, alerts and other

documentation provided (or otherwise disseminated) to you by Alfa

Financials, as well as Alfa Financials' streaming price feed.

License is defined as a limited, revocable, non-sublicenseable, non-

exclusive, non-transferable right to use software granted to you.

# III. GRANT OF LICENSE.

Alfa Financials grants you the right to install, use, access, display and run the software on any computer or mobile device, where applicable, that you own or control, for personal, non-commercial use, unless you and Alfa Financials have agreed otherwise in writing, and provided that you comply with all terms and conditions of this EULA.

# IV. SCOPE AND LIMITATIONS.

You may not rent, lease, lend, sell, redistribute, reuse, retransmit, sublicense or exploit the software including the software text, graphics, video, audio, codes, user interface design or logs. You may not copy (except as expressly permitted by this EULA), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the software, any updates or any part thereof including but not limited to the software's text, graphics, video, audio, codes, user interface design or logs. Any attempt to do so is a violation of the rights of Alfa Financials. The terms of the EULA will govern any upgrades provided by Alfa Financials that replace and/or supplement the original software, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

The software is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is your responsibility to ascertain the terms of the EULA and comply with any local law or regulation to which you are subject. You shall not use or permit anyone to use the software for any unlawful or unauthorized purpose.

The information provided to you in the software is the exclusive proprietary content of Alfa Financials and where applicable, its third party vendors, licensors and the affiliates thereof. Nothing in this EULA shall provide you with any proprietary rights in the software or any information provided to you in the software.

### V. RISKS.

As a condition to this license, you understand and agree that your download and/or use of the software will expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks including but not limited to failure of or damage to hardware, software, communication lines or systems, and/or other computer equipment. Alfa Financials expressly disclaims any liability with respect to the foregoing, and you agree to fully indemnify, defend and hold harmless Alfa Financials from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

### VI. CONSENT TO USE OF DATA.

You agree that Alfa Financials may collect and use technical data and related information including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to this EULA.

# VII. LINKS TO THIRD PARTY CONTENT.

You may link to third-party content through the use of the software. The third-party sites are not under the control of Alfa Financials, and Alfa Financials is not responsible for the contents of any third-party sites, any links contained in third-party sites, or any changes or updates to third-party sites. Inclusion of any link does not imply an endorsement by Alfa Financials of the third-party site.

# VIII. TERMINATION.

The license granted to you under this EULA can be terminated by Alfa Financials at any time without notice, with or without cause. Alfa Financials reserves the right to terminate your rights under this license without notice from Alfa Financials if you fail to comply with any terms of this EULA. Upon termination of the license, you shall cease all use of the software, and destroy all copies, full or partial, of the software.

You acknowledge that certain information is supplied by third parties with whom Alfa Financials has entered into an agreement. In the event any agreement between a third-party provider of information or software and Alfa Financials is terminated, Alfa Financials will stop providing you with this information or software immediately and without notice. Pursuant to the terms of Section 10, neither Alfa Financials nor any third-party vendor or information provider with whom Alfa Financials has entered into an agreement shall have any liability to you in connection with such termination.

### IX. INTELLECTUAL PROPERTY.

You acknowledge that the software is protected by copyright and other intellectual property laws. You further acknowledge that all right, title and interest therein are the sole property of Alfa Financials and its third-party licensors, where applicable, and that you receive no rights, title or interests in the software except as expressly set forth herein. You agree not to challenge either Alfa Financials' or any third-party licensor's rights in or otherwise attempt to assert any rights in the software, except those provided under this FULA.

# X. NO WARRANTY.

Alfa Financials does not make any express or implied warranties about the software, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The software is made available to you "as is" and "as available," and Alfa Financials does not warrant that any defects or inaccuracies will be corrected. Alfa Financials does not warrant that the software will meet your needs, or that your use will be uninterrupted, timely, secure or error-free. Alfa Financials also makes no warranty that the results obtained from the use of the software will be accurate or reliable, or that the quality of any products, services, information or other material related to the software will meet your expectations. No oral or written information or advice given by Alfa Financials or its authorized representative shall create a warranty. Alfa Financials and its third-party content providers, third-party licensors and any affiliates thereof do not make any express or implied warranties regarding the accuracy or timeliness of any and all information provided via the software. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

# XI. LIMITATION OF LIABILITY.

To the extent permissible by law, in no event shall Alfa Financials, any third-party content provider, any third-party licensor or any affiliate thereof be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever including but not limited to damages for loss of profits, loss of data, business interruption or any other commercial damages or losses ("losses"), arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise), and even if Alfa Financials, any third-party content provider, any third-party licensor or any affiliates thereof have been advised of

the possibility of such damages. Furthermore, except as otherwise required by law, Alfa Financials will not be liable to you or anyone else for any loss resulting from a cause over which Alfa Financials does not have direct control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (flood, earthquake), fire, war, insurrection, terrorist act, riot, labor dispute and other labor problems, accident, emergency or action of government. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Use of any third-party software will be governed by the applicable license agreement, if any, with such third party. Alfa Financials is not responsible for any third-party software and will have no liability of any kind for losses resulting from your use of such third-party software with Alfa Financials' software. Alfa Financials makes no warranty of any kind with respect to such third-party software.

# XII. GOVERNING LAWS AND JURISDICTION.

Unless otherwise agreed, this EULA and its enforcement is governed by the laws of the Republic of South Africa, without regard to principles of conflicts of law, and shall inure to the benefit of Alfa Financials' successors and assigns, whether by merger, consolidation or otherwise. This is the case regardless of whether you reside or transact business with Alfa Financials in the Republic of South Africa or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you irrevocably agree to submit to the jurisdiction of the courts of South Africa, and hereby waive any objection to the convenience or propriety of venue therein, provided, however, that nothing herein shall prevent Alfa Financials from bringing any action in the courts of any other jurisdiction.