Terms and Conditions

Effective Date: [To be confirmed by ZIVEST]
Last Updated: 23/10/2026

1. Introduction

Welcome to ZIVEST (PTY) LTD ("we," "us," "our"). By accessing or using our website and services, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please do not use our website or services.

ZIVEST (PTY) LTD is a private company registered in South Africa under registration number 2017/101396/07. Its registered office is at Office 1215, The Leonardo, 75 Maude S, Sandown, Sandton, Gauteng, 2196, South Africa. The memorandum supplied does not provide evidence of an FSCA Financial Services Provider licence for the company.

2. Client Classification and Suitability

- We assess client eligibility and suitability in accordance with applicable legal requirements and the nature of the services offered.
- By using our services, you confirm that you meet the suitability criteria for the products or services provided and that you understand the risks involved.
- We may request additional information from you at any time to assess suitability.

3. Know Your Customer (KYC) and Anti-Money Laundering (AML)

- **Where required under applicable laws, including the Financial Intelligence Centre Act (FICA), we require clients to undergo know-your-customer (KYC) checks before services are provided.**
- This process includes verifying your identity, physical address, source of funds, and beneficial ownership where applicable.
- You agree to provide all requested documents and information promptly and truthfully.

- We may conduct ongoing monitoring of transactions and client activity to detect and prevent money laundering, terrorist financing, fraud, or other illicit activities.
- We reserve the right to refuse or terminate services if we suspect illegal activities or if you fail to provide required information or documentation.
- Your personal data collected for KYC/AML purposes will be handled in accordance with our Privacy Policy.

4. Use of Website

- You agree to use our website for lawful purposes only.
- You must not use the website to transmit any unlawful, harmful, defamatory, or offensive material.
- We do not guarantee that the website will be uninterrupted or error-free and reserve the right to suspend or discontinue services without notice.

5. Financial Services and Risk Warning

- Any service subject to financial-sector regulation must be provided in accordance with all applicable legal and regulatory requirements, including any required licences or authorisations.
- We do not provide personalised financial advice.
- Trading in Forex, CFDs, or other leveraged products involves significant risk, including the possibility of losing more than your initial investment. You acknowledge and accept these risks.
- Past performance is not indicative of future results.
- We recommend that you seek independent financial advice if you do not fully understand the risks involved.

6. Client Obligations

- You must provide accurate, complete, and current information when engaging with us.

- You are responsible for maintaining the confidentiality of your account information.
- You agree to comply with all applicable laws and regulations related to your use of our services.

7. Intellectual Property and Software

- All content on this website, including text, graphics, logos, and software, is the property of ZIVEST or its licensors and is protected by intellectual property laws.
- You may not reproduce, distribute, or create derivative works without our prior written consent.
- We do not warrant that any software or downloadable materials provided are free of viruses or errors.

8. Electronic Communications

- By using our website and services, you consent to receive electronic communications from us, including emails and notices.
- You agree that electronic communications satisfy any legal requirements that such communications be in writing.

9. Complaints and Refunds

Complaints Procedure

- If you have any concerns or complaints about our services, please contact our Compliance Department immediately via [ZIVEST compliance email - to be confirmed].
- We are committed to handling complaints promptly, fairly, and transparently in line with our Complaints Handling Policy, which is available on our website.
- If you are not satisfied with our resolution, you may refer the complaint to an appropriate regulatory or independent dispute-resolution body where the relevant legal framework provides for this.

Refunds and Cancellations

- ZIVEST does not generally offer refunds on fees or charges related to financial services, unless otherwise required by law or regulatory authority.
- Refunds will only be considered in exceptional circumstances, at our sole discretion, and subject to the nature of the service provided.
- Requests for refunds or cancellations must be submitted in writing to [ZIVEST compliance email - to be confirmed] with supporting details.
- Processing of approved refunds will be made using the original payment method within 7- 14 business days.
- We reserve the right to deduct any applicable administrative or transaction fees from any refund amount.
- If you wish to cancel a service, please refer to the specific terms related to that service or contact us directly.

10. Limitation of Liability

- To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use of our website or services.
- We do not guarantee the accuracy or completeness of any information provided on the website.

11. Indemnity

You agree to indemnify, defend, and hold harmless ZIVEST, its officers, employees, and agents from any claims, damages, liabilities, or expenses arising from your breach of these Terms or misuse of our services.

12. Force Majeure

We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including but not limited to natural disasters, war, terrorism, strikes, or internet outages.

13. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. Entire Agreement

These Terms, together with our Privacy Policy, Risk Disclosure, and other applicable policies, constitute the entire agreement between you and ZIVEST regarding your use of our services and supersede any prior agreements.

15. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting on our website. Your continued use of our services after changes indicates your acceptance.

16. Termination

We may suspend or terminate your access to our services without notice if you breach these Terms or for any other reason at our discretion.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. Any disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the South African courts.

18. Contact Information

If you have any questions regarding these Terms, please contact us at:

ZIVEST (PTY) LTD
Office 1215, The Leonardo, 75 Maude S, Sandown, Sandton, Gauteng, 2196, South Africa
Email: [ZIVEST general contact email - to be confirmed]