

Website Terms & Legal Notice (South Africa)

Last updated: 15 September 2025

1) Who we are (ECTA s43 “supplier” details)

This website is operated by Dante Capital (Pty) Ltd (Registration No. 2015/255526/07), with principal place of business at 169 Oxford Road, Cradock Square, Rosebank, 2196 and contact details: info@dantecapital.co.za, 011 759 4190. If applicable: VAT No. 4820306589; industry memberships/codes of conduct: FSP 49561; NCRCP 19908. These disclosures are provided to meet the supplier-information duties under the Electronic Communications and Transactions Act, 2002 (“ECTA”).

2) Acceptance of these Terms

By accessing or using this site, you agree to these Terms & Legal Notice (“Terms”). If you do not agree, please do not use the site. We may update these Terms at any time by posting a revised version with a new “Last updated” date.

3) Website content is informational, not advice

Content on this site is for general information only and is **not** legal, tax, investment, or financial advice. Any financial products or services are subject to separate, formal agreements and disclosures.

4) Eligibility and user conduct

You must use the site lawfully and not: (a) infringe IP or privacy rights; (b) upload malware; (c) conduct automated scraping beyond what robots.txt permits; or (d) interfere with security or availability.

5) Accounts, submissions, and reviews

If you create an account or submit information (e.g., applications, comments, files), you warrant it is accurate and lawful to share. You grant us a non-exclusive licence to host and display user-generated content for site operation, subject to our **Privacy/POPIA Notice**.

6) Privacy, POPIA & cookies

We process personal information per our **Privacy/POPIA Notice** and may use cookies/online identifiers. You have rights of access, correction, and objection under POPIA s23/s24, and we must give you certain **collection-time disclosures** under POPIA s18 (e.g., who we are, purpose, recipients). See our **Privacy/POPIA Notice** and **Cookie Notice** for details.

7) PAIA access to information

Our PAIA Manual (section 51) explains which records we hold and how to request access. Requests follow the statutory process and fee regime. See our PAIA manual.

8) E-commerce specifics (if you allow online applications/payments)

Where you submit applications or transact electronically on this site:

- We will display the **total price/fees**, applicable taxes, and any delivery/fulfilment timelines before you confirm.
- You will have an opportunity to **review, correct, or withdraw** from the transaction before final submission.
- We use reasonable **security measures** for payment processing; please use only the supported payment methods shown at checkout. (These map to ECTA s43 consumer-protection obligations.)

9) Electronic communications & signatures

You consent to receiving communications electronically (email, dashboards, SMS) and agree that electronic records satisfy legal “writing” requirements. Electronic signatures (including advanced electronic signatures, where required by law) may be used to conclude agreements with you, subject to specific product rules. Note: certain documents require advanced electronic signatures under s13 ECTA or may be excluded by other statutes.

10) Cooling-off and cancellations (what applies / what doesn't)

- ECTA s44 (seven-day cooling-off) applies to many electronic transactions for goods/services, but does not apply to financial services and certain other categories listed in ECTA s42.

- CPA s16 (five-business-day cooling-off) applies to direct-marketing transactions (with carve-outs where ECTA s44 governs).
- If your transaction qualifies for cooling-off, you must follow the instructions in your order confirmation or the policy page to cancel within the relevant period.
- For transactions excluded from cooling-off (e.g., financial services), our product-specific terms and statutory sector rules apply.

11) Intellectual property

Unless stated otherwise, the site, its design, text, graphics, logos, and software are our (or our licensors') intellectual property, protected by South African and international IP laws. All rights not expressly granted are reserved. You may not reproduce or frame the site without prior written consent.

12) Third-party websites and tools

The site may link to third-party websites or integrate third-party tools (e.g., payment gateways, analytics). We are not responsible for their content, security, or privacy practices. Use them at your own risk and review their terms.

13) Availability, changes, and downtime

The site is provided on an "as is" and "as available" basis. We may modify, suspend, or discontinue any part of the site at any time without notice. We will not be liable for unavailability due to maintenance, upgrades, or circumstances beyond our control.

14) Disclaimers and limitation of liability

To the maximum extent permitted by law, we exclude all implied warranties and are not liable for any indirect or consequential loss arising from your use of the site or reliance on its content.. Nothing in these Terms limits liability where it would be unlawful to do so (e.g., gross negligence).

15) Indemnity

You indemnify and hold us harmless against claims, damages, and costs arising from your breach of these Terms, unlawful use of the site, or infringement of third-party rights.

16) Complaints & dispute resolution

If you have a website-related complaint, contact complaints@dantecapital.co.za. We aim to acknowledge and address complaints within 5 working days. If your complaint relates to financial advice/intermediary services, you may escalate to the FAIS Ombud after our internal process; for banking/credit/insurance matters, see the National Financial Ombud (NFO)

17) Governing law & jurisdiction

These Terms are governed by the laws of the Republic of South Africa. You consent to the **[High Court of South Africa, Gauteng Division / appropriate court]** having jurisdiction, subject to any arbitration/ADR clause we agree in a signed contract with you.

18) Notices and service of process

Legal notices to us must be delivered by hand or prepaid registered post to our **domicilium citandi et executandi** at: 169 Oxford Road, Cradock Square, Rosebank, 2196 (with a copy to admin@dantecapital.co.za). Notices to you may be sent to the email address you provided or delivered via your online account.

19) Severability & entire agreement

If any clause is invalid or unenforceable, the remainder remains effective. These Terms constitute the entire agreement between you and us regarding site use and supersede prior communications on this topic.

20) Contact

info@dantecapital.co.za