

Terms of Use

1. Regulatory Information

Mkhonto Financial Services (Pty) Ltd, is a Company registered under the Laws of South Africa with Registration Number 2012/139222/07 and registered address at 3rd floor Palm Grove Houghton Estate Office Park, 2 Osborn Road Houghton Johannesburg, Gauteng (“the Company”). Mkhonto Financial Services (Pty) Ltd is an authorized Financial Service Provider (“FSP”), regulated by the Financial Sector Conduct Authority (“FSCA”) in South Africa with FSP No. 47191.

2. Risk Warning

2.1 The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged contracts is:

- (a) highly speculative
- (b) may involve an extreme degree of risk; and
- (c) is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

2.2 The Client acknowledges, recognises and understands that:

- (a) certain market conditions may make it difficult or impossible to execute orders at a stipulated price;
- (b) when the Client directs the Company to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client’s account and risk;
- (c) the Company and/or the Execution Venue do not and will not provide any trading advice to the Client. The Client acknowledges that the Company and/or the Execution Venue and/or its employees and/or associates and/or representatives provide mere recommendations or suggestions and will not be held liable for any losses incurred by the Client in relation to such recommendations and/or suggestions
- (d) the Execution Venue shall not conduct any continuous monitoring of the transactions already entered into by the Client. The Execution Venue cannot be held responsible for transactions developing differently from what the Client might have presupposed and/or to the disadvantage of the Client;
- (e) guarantees of profit or freedom from loss are impossible in investment trading;
- (f) the Company shall not provide any advice to the Client on any tax issues related to any services. The Client is advised to obtain individual independent counsel from its financial

advisor, auditor or legal counsel with respect to tax implications of the respective Services.

- (g) many Contracts will be affected subject and in accordance with Market Rules. In particular, the Client acknowledges that Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation and agrees that if any exchange or clearing house takes any action which affects a contract then the Company and/or the Execution Venue may take any action which it, in its discretion, considers desirable in the interests of the Clients and/or the Company and/or the Execution Venue. The Company and/or the Execution Venue shall not be liable for any loss suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by the Company and/or the Execution Venue as a result of such acts or omission unless the Company and/or the Execution Venue has exercised gross negligence in connection hereby.

3. Conflicts of Interest

The Company and/or the Execution Venue represent that they take all reasonable steps to identify conflicts of interests between themselves, including their managers and employees, tied agents and/or any other relevant persons. The Company and/or the Execution Venue shall clearly disclose the general nature and/or sources of conflicts of interest to the Client before proceeding with any instruction and/or transaction of the Client.

4. Funds Security

The security of our clients' funds is our top priority. The Company has exerted tremendous effort in creating and maintaining a secure trading environment that will protect the clients' privacy, funds and assets.

The Company shall always keep clients' funds segregated from the Company's operating accounts and shall be kept in reputable banking institutions.

5. Electronic System and Trading Platform

5.1 The Company shall provide access to its Clients on the Trading Platform of the Execution Venue and/or any dealings on the Trading Platform with the Execution Venue.

5.2 The Client acknowledges that the Execution Venue has the right, at its sole discretion, to restrict the access to its Trading Platform, to any Client of the Company, if this is deemed by the Execution Venue appropriate for the smooth operation of the Trading Platform and/or for the protection of other clients' interests and/or its own interests.

5.3 The Client acknowledges that he shall be enter into dealings with the Execution Venue on the Trading Platform on a non-exclusive, non-transferable basis.

5.4 The Client further acknowledges that all Intellectual Property rights are owned by the Execution Venue and will remain the property of the Execution Venue at all times. The Client has no right and/or interest over the Intellectual Property rights of the Execution Venue other than the right to access and use the Trading Platform as provided by the Company to the Client under this Agreement

6. Prohibited Trading

6.1 The Client is not allowed to enter into any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts. The Client agrees and acknowledges that if the Company and/or the Execution Venue consider that the Client has been acting in any of the manners described above; the Company and/or the Execution Venue may at their sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:

- (a) close the Client's account;
- (b) suspend the Client's account for an indefinite period of time;
- (c) carry out an investigation on the Client's account for an indefinite period of time;
- (d) charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques; or
- (e) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client's related accounts in order to make up for the difference.

6. Complaints Handling

6.1 All complaints and/or grievances must be in writing and sent to info@mkhontofinancial.com
The Compliance Officer of the Company will deal with any complaints comprehensively.

6.2 When making a complaint against the Company the Client shall include the following:

- (a) the Client's name and surname;
- (b) the Client's trading account number;
- (c) the affected transaction numbers, if applicable;

(d) the date that the issue arose and a description of the issue;

(e) copies of all relevant documentation must be attached thereto

6.3 Upon receipt of the complaint and/or grievance the Client shall receive an acknowledgement email that the issue shall be investigated. The Company shall conduct the appropriate investigation and research and shall revert with its initial response to the Client within a reasonable timeframe. In case the Company is unable to have a final response within a reasonable timeframe, it shall notify the Client accordingly and issue a holding response.

6.4 If the Client does not receive a final response within 8 (eight) weeks from the date of the complaint and/or is not satisfied with the Company's response and/or is of the belief that the issue has not been resolved, the Client can address his/her complaint to the Financial Ombudsman within a period of 6 (six) months after receiving the Company's final response.

7. Privacy Policy

We may update our [Privacy Policy](#) from time to time, therefore we advise you to review our website periodically for any changes.