



## ARTEMISIA MARKETS

# SOFTWARE'S TERMS OF USE AND ACCESS LICENSE

### ARTEMISIA MARKETS (PTY) LTD

Registration Number 2025/624933/07 · Incorporated in the Republic of South Africa  
Authorised Financial Services Provider (FSP No. 55373)  
Version 1.2026 · August 2026

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**IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE LOGGING INTO OR USING THE CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SYSTEM, INTRODUCING BROKER (IB) SYSTEM, SOFTWARE INTERFACES, PORTALS, AND CLIENT AREA. BY ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.**

This Software's Terms of Use and Access License (the "Agreement") is a legally binding contract entered into by and between:

1. **ARTEMISIA MARKETS (PTY) LTD**, a private company incorporated under the laws of the Republic of South Africa with registration number 2025/624933/07, having its registered office at West Tower, 2nd Floor, Nelson Mandela Square, Maude Street, Sandown, Johannesburg, 2196, South Africa, authorised by the Financial Sector Conduct Authority ("FSCA") as a Financial Services Provider under FSP number 55373 (hereinafter referred to as the "Company", "we", "us", or "our");

and

2. **YOU**, the individual or authorised legal representative of an entity accessing or using the Software (hereinafter referred to as the "User" or "you").

### ARTICLE 1 – DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

- **"Company"** means Artemisia Markets (Pty) Ltd.
- **"User"** means any individual or authorised legal representative of an entity accessing or using the Software.
- **"Access Credentials"** means the unique licence keys, activation codes, API keys, user credentials, or other digital credentials issued by the Company or generated by Users to enable use of the Software.
- **"Client Area"** means the web-based client-portal functionality made available by the Company to Users as part of the Software from time to time, in such form, with such modules and features, and on such configuration as may be determined from time to time.
- **"CRM"** means the customer relationship management functionality made available by the Company as part of the Software from time to time, in such form, with such modules and features, and on such configuration as may be determined from time to time.

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#### ARTEMISIA MARKETS (PTY) LTD

Registration No. 2025/624933/07 · FSP No. 55373 · Tel: +27 10 143 3904  
West Tower, 2nd Floor, Nelson Mandela Square, Maude Street, Sandown, Gauteng, 2196, South Africa

- **"IB System"** means the introducing broker management functionality made available by the Company as part of the Software from time to time, in such form, with such modules and features, and on such configuration as may be determined from time to time.
- **"Software"** means, collectively, the CRM, the IB System, the Client Area, the Access Credentials, and all related components, documentation, updates, patches, and enhancements.

## **ARTICLE 2 — ACCESS RIGHT AND SOFTWARE LICENSE**

To enable your interaction with our corporate and brokerage environment, review activities, access data modules, and interface with our operational services, the Company provides secure access to our digital infrastructure. Subject to your compliance with this Agreement, the Company hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and licence to access and use the web-based Client Area, software dashboards, and associated operational interfaces (collectively, the "Software").

The Software and its underlying digital interfaces are licensed to you strictly for your authorised personal or internal business use; they are not sold to you. You acquire absolutely no technological ownership rights, titles, or intellectual property interests in or to the Software.

## **ARTICLE 3 — INTELLECTUAL PROPERTY RIGHTS**

The Company (and its third-party infrastructure providers, where applicable) retains exclusive ownership of all right, title, and interest in and to the Software. This includes, without limitation, all software code, visual user interfaces, designs, database systems, layouts, documentation, and operational configurations. You acknowledge that the digital environment you are accessing contains highly confidential information and proprietary trade secrets.

## **ARTICLE 4 — PROHIBITED USES & ACCEPTABLE USE POLICY**

You agree to utilise the Software strictly to manage your legitimate account and related authorised operations. You shall NOT, and shall ensure that no third party under your control does:

- Copy, reproduce, duplicate, or replicate the Software interfaces or any individual component of the Software architecture.
- Modify, adapt, translate, or attempt to create derivative works based on the Software.
- Reverse-engineer, decompile, disassemble, or attempt to extract the underlying code or algorithms.
- Remove, alter, obscure, or tamper with any proprietary branding, copyright notices, or legal labels embedded within the interface.
- Rent, lease, sell, sublicense, distribute, or share your access credentials, passwords, or API tokens with any unauthorised third party.
- Introduce any viruses, malicious code, worms, or harmful automated scripts designed to disrupt our networks.
- Circumvent, disable, or interfere with security-related features, data-control restrictions, or user verification barriers.
- Exploit the Software or portal for any illegal, fraudulent, or unauthorised practices in breach of applicable regulations.

## ARTICLE 5 — COMPREHENSIVE RISK DISCLAIMER

Utilising financial environments and managing associated transaction instruments carries an exceptionally high level of risk and may result in financial shortfalls or total capital loss.

- **No Financial Advice:** The Software is provided strictly as an operational, administrative, and data management interface. The Company does not provide financial advice, investment advice, or personal recommendations through the Software data or metrics.
- **User Responsibility:** All account actions, operational decisions, strategies, and choices are exclusively your own responsibility. Neither the Company nor any of its partners guarantees any specific operational results, profits, or financial returns.
- **Operational & Technology Risks:** You acknowledge that online data monitoring and systems rely heavily on digital interfaces. The Company shall not be held liable for commercial impacts or losses arising from data feed delays, connectivity drops, network congestion, third-party software or system interruptions, hardware malfunctions, or automated script errors. Past performance visible on the Software is not indicative of future results.

## ARTICLE 6 — DISCLAIMER OF WARRANTIES

THE SOFTWARE AND ASSOCIATED USER PORTALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, SYSTEM COMPATIBILITY, AVAILABILITY, ACCURACY, AND ERROR-FREE EXECUTION. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR OPERATIONAL EXPECTATIONS, THAT USER ACCESS WILL BE COMPLETELY UNINTERRUPTED, OR THAT TECHNICAL ANOMALIES WILL BE IMMEDIATELY FIXED.

## ARTICLE 7 — LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES SUSTAINED BY YOU. THIS EXCLUSION EXTENDS TO EXPENSES ARISING FROM LOST REVENUE, INVESTMENT CRITERIA, COMMERCIAL INTERRUPTION, REPUTATIONAL HARM, MARGIN ACTIONS, OR THE LOSS, CORRUPTION, OR UNAUTHORISED ACCESS OF PROFILE DATA.

## ARTICLE 8 — USER INDEMNIFICATION

You agree to fully indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, and representatives from and against any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Your breach of any clause, security restriction, or warranty within this Agreement.
- Your misuse, sharing of access credentials, or unlawful exploitation of the Software interface.
- Your personal account activities, entries, information management, and operational choices managed through the Software.
- Your violation of any applicable local or international regulations, including market conduct rules, compliance frameworks, and anti-money laundering setups.

## ARTICLE 9 — DATA PROTECTION AND PRIVACY

The Company is committed to safeguarding personal data. Your Software metrics, profile records, onboarding compliance documentation, and transaction logs are handled strictly in accordance with Applicable Data Protection Laws.

- **Compliance Frameworks:** Data collection, system hosting, and data security procedures adhere strictly to the Protection of Personal Information Act, 4 of 2013 of South Africa ("POPIA"), the General Data Protection Regulation ("GDPR") where relevant, and associated regulatory statutes.
- **Purpose of Processing:** Personal details collected (including name, email address, IP logs, encrypted credentials, user identifiers, and compliance uploads) are processed solely to securely manage the user account, enforce security verification parameters, fulfil mandatory compliance obligations under the Financial Intelligence Centre Act ("FICA"), and maintain safe Software infrastructure monitoring.

## ARTICLE 10 — SUSPENSION AND TERMINATION OF ACCESS

The Company reserves the absolute right, at its sole discretion, to suspend, restrict, or permanently terminate your access to the Software and Client Area at any time, without prior notice, if:

- You breach any material provision of this Agreement or our acceptable use guidelines.
- The Company suspects fraudulent, manipulative, abusive, or illegal practices linked to your credentials.
- Action is deemed necessary to protect the technological stability, database safety, or overall security of the platform environment.
- Regulatory mandates, market directives, or formal instructions from authorities require immediate intervention.

Upon termination, your access rights shall immediately expire, and you must cease all utilisation of the Software.

## ARTICLE 11 — GOVERNING LAW AND JURISDICTION

This Agreement, its interpretation, and any disputes or non-contractual obligations arising out of or in connection with it shall be governed by and construed exclusively in accordance with the laws of the Republic of South Africa. The parties hereby submit to the exclusive jurisdiction of the competent courts of South Africa regarding any legal proceedings relating to this Software access licence.

## ARTICLE 12 — GENERAL PROVISIONS

- **Severability:** If any provision of these terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining terms shall continue in full force and effect.
- **Entire Agreement:** This Agreement constitutes the complete and exclusive understanding between you and the Company regarding access to the Software features, superseding all prior verbal or written representations.
- **Amendments:** The Company may amend this Agreement prospectively. The Company will notify you of an amendment by email to the address it holds for you and by publishing the amended Agreement, stating the date on which the amendment takes effect. That date will be not less than thirty (30) calendar days after the date of the notice, except where the amendment is required by a change in applicable law or regulation, by a direction of a regulator, or to address an immediate security or operational risk, in which case it may take effect on such shorter notice as the

circumstances reasonably require. If you do not wish to be bound by an amendment, you must cease using the Software before the effective date. Your continued use of the Software on or after the effective date constitutes acceptance of the amendment.

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