



Terms & Conditions of Service

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SAIG provides general information, educational content, materials & account management only. This engagement does not provide financial advice of any kind. SAIG does not provide personal or other financial advice of any kind, nor does it consider the needs, objectives or circumstances of any individual who makes use of its Services.

Financial products and/or services are complex and entail risk of loss. Over-the-counter derivative and foreign exchange products are considered speculative because they are highly leveraged and carry risk of loss beyond your initial investment. As such, you should only invest with capital which you can afford to lose. Please ensure that you obtain professional advice prior to trading or investing in any financial products to ensure its suitability for your particular circumstances.

These Terms and Conditions of Service regulate access to and use of the Site, hosted under the domain name www.sainvestmentgroup.co.za detailed in the present conditions of use, as well as the contents and services that the owner of the Site makes available to its members and establish together with the Privacy Policy, relating to the management of personal data of Members, the terms and conditions governing said Sites.

Please read these TERMS OF SERVICE carefully before becoming a member and subscribing to the Services as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions, a clause that governs the jurisdiction and venue of disputes, as well as obligations to comply with applicable laws and regulations. Furthermore, these terms and conditions govern the payment services in connection with the SAIG Site and Services that SAIG provide you in connection with your use of the SAIG Financial Management Site and Services. Upon becoming a Member, you will be given an opportunity to review all the terms and conditions and will be invited to accept or decline such terms and conditions. Please note that you will only be able to become a member if you accept the terms and conditions contained herein.

By continuing to access or use this Site, or any Service on this Site, you signify your acceptance of these terms and conditions of service. SAIG Financial Management reserves the right to amend, remove, or add to these terms and conditions at any time. If, at any time, you do not wish to accept the terms and conditions of service, you may not use the site. Any terms and conditions proposed by you which are in addition to, or which conflict with, these terms and conditions of service are expressly rejected by SAIG and shall be of no force or effect whatsoever.

DISCLAIMER REGARDING RISK:

All content on this Site, YouTube, Facebook and communicated in email, Telegram & discord correspondence is intended for educational purposes only and SAIG will not be held responsible for any losses incurred by the Member. All information provided by SAIG is general advice and the Member will use and apply the general advice at their own risk. While our investment ideas, from our wider understanding of and experience from investing the financial markets hold merit, they do not guarantee success or profit and you should not undertake the act of investing in them unless you are fully aware of risk management and how to place an order with the broker correctly. Members should understand that past performance does not indicate future performance and that the value of investments and income from them may go up as well as down, and are not guaranteed in any form whatsoever. Please note that you may lose the entire amount invested.

TERMS OF SERVICE:

1. DEFINITIONS:

In these Terms of Service, the following definitions apply unless the context requires otherwise:

- 1.1 "Business Day" means any day except a Saturday, Sunday or any day which is a Public Holiday.
- 1.2 "Buy Signals" means an event or condition selected by a trader or investor as an alert for entering a purchase order for an investment.
- 1.3 "Forex" means the foreign exchange market.
- 1.4 "Member" means individuals who have paid the Subscription Fee in exchange for access to the Services provided by SAIG.
- 1.5 "Services" means the educational material and contents provided by SAIG to the Members.
- 1.6 "Sell Signal" means a condition or measurable level at which an investor is alerted to sell a specified investment.
- 1.7 "Site" means the Site with the domain name: www.sainvestmentgroup.co.za.
- 1.8 "Subscription" means the act undertaken by the Member to make payment of the Subscription fee in exchange for access to the Site and Services.
- 1.9 "Subscription Fee" means the monthly fee payable by the Member to SAIG in exchange for access to the Site and Services.
- 1.10 "SAIG" means SAIG Financial Management (PTY) LTD t/a SAIG, a private company with limited liability, duly registered and incorporated in accordance with the provisions of the Company Laws of the Republic of South Africa, with registration number: 2018/633980/07.

2. INTERPRETATION:

In the interpretation of these Terms of Service, the following applies, unless the context requires otherwise:

- 2.1 Headings are for convenience only and do not affect interpretation;
 - 2.2 The singular includes the plural and vice versa;
 - 2.3 One gender includes the other genders;
 - 2.4 If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - 2.5 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
 - 2.6 A reference to a Party to this Agreement, or to any Party in in other agreement, or a document contemplated hereby or concluded hereto, includes the Party or Party's successors and permitted substitutes or assigns (and, where applicable, the Party or Party's legal personal representative);
 - 2.7 Any reference to any amount payable or to be received shall be VAT exclusive unless the contrary is stated; and
 - 2.8 A reference to legislation, or to a provision of legislation, includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
 - 2.9 This Agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.
- The terms and conditions of these Terms of Service are to have been negotiated by the Parties and, as such, the contra proferentum rule will not apply in the interpretation of this agreement.

3. ACCESS TO THE SITE AND SERVICE:

3.1 By using and accessing the Site and/or Services, you acknowledge and agree to comply with, and be legally bound by, the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered Member of the Services. These Terms govern your access to, and use of, the Site and Services and constitute a binding legal agreement between you and SAIG. Please also carefully read our Privacy Policy at www.sainvestmentgroup.co.za.

3.2 In addition, certain areas of the Site (and your access to or use of certain aspects of the Services) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site and Services, the latter terms and conditions will take precedence with respect to your use of, or access to, that area of the Site and Services.

3.3 If you do not agree to these Terms then you have no right to obtain information from, or otherwise continue using, the Site and/or Services. If you do not agree with these Terms then you must refrain from accessing the Site and using the Services. Failure to use the Site and/or Services in accordance with these Terms may result in civil and/or criminal legal proceedings being instituted against you.

3.4 The Site and Services comprise an online platform through which Members may access various items of educational content. Members acknowledge and understand that SAIG is not a Financial Service Provider (FSP), does not offer any financial advice, products or services, and is not in control of the acts and/or omissions of Members and, as such, indemnifies SAIG from any and all liability to the maximum extent provided by the laws of the Republic of South Africa.

3.5 If you choose to become a member and subscribe to the educational content provided by SAIG, you understand and agree that SAIG does not control, and has no right to control, any of your accounts and your acts and/or omissions in respect of any of your accounts, your offline activities associated with your subscription, or any other matters related to any content provided by SAIG.

3.6 You acknowledge and agree that, by subscribing, using and accessing the Site and/or Services, or by downloading or posting any content from or on the Site, you are indicating that you have read, understand and agree to be bound by these Terms and receive the Services. If you do not agree to these Terms, then you have no right to access or use the Site and Services.

3.7 If you accept or agree to these Terms on behalf of a company or any other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

4. MODIFICATION AND AMENDMENT OF TERMS:

4.1 SAIG reserves the right, at its sole discretion, to:

4.1.1 modify the Site or Services, or to

4.1.2 modify these Terms of Service, including the Service Fees, at any time and without prior notice.

4.2 In the event that the Terms are modified and/or amended then SAIG will post the modified/amended Terms on the Site.

4.3 Any modifications/amendments to the Terms will be effective at the time of posting.

4.4 Should you elect to continue accessing and making use of the Site and Services after the Terms have been modified/amended then this will constitute acceptance of the modified/amended Terms.

4.5 If the modified/amended Terms contain material changes applicable to existing Members whereby your rights are decreased or your responsibilities are increased, we will provide you with sufficient notice prior to the changes taking effect.

4.6 If the modified Terms are not acceptable to you then your only recourse is to stop using the Site and Services. If you do not close your SAIG account and provide written notice of your intended cancellation after a modification/amendment to the Terms you will be deemed to have accepted the changes.

5. SERVICES OFFERED:

5.1 SAIG offers a monthly subscription to its members whereby the Members will have access to coaching methods and a variety of educational content including, but not limited to:

5.1.1 Live daily in-depth analysis sessions;

5.1.2 Discussion groups and community forums;

5.1.3 Educational content addressing trading set ups, critical zones, and market updates;

5.1.4 Live webinars covering analysis;

5.1.5 Educational content and webinars.

5.2 It is explicitly recorded by SAIG, and it is explicitly acknowledged and understood by

Members that no 'buy/sell' signals will be provided by SAIG, and that no material or content provided by SAIG is to be interpreted to constitute such a signal in any manner whatsoever.

5.3 All Services and Contents shall be provided to Members by means of:

5.3.1 Live webinars;

5.3.2 Educational videos;

5.3.3 Written contents, from time to time; and

5.3.4 A community forum by means of the Discord App.

6. SUBSCRIPTION AND PAYMENT METHODS:

- 6.1 You authorize SAIG to store your Payment Method information and charge your Payment Method as outlined in these Terms.
- 6.2 If your Payment Method's account information changes (e.g. account number, routing number, expiration date), we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your SAIG account.
- 6.4 The cost of the Services will be advertised on the Site and may be subject to change from time to time.
- 6.5 Members will be liable for all bank charges or any other incidental charges relating to payment of the Subscription Fee.
- 6.6 Members are aware and acknowledge that the monthly subscription may be payable in a foreign currency and will be payable at the prevailing exchange rate as at the date of payment, which may fluctuate from time to time.
- 6.7 The monthly Subscription Fee will be debited from the Member's banking account once a month on the monthly anniversary date of when the Member first enrolled.
- 6.8 The Member acknowledges and understands that the subscription is on a recurring basis and that SAIG will attempt to charge the monthly Subscription Fee once a month on the anniversary date of when the Member originally enrolled, unless the Member has cancelled its subscription, as set out in the Terms.
- 6.9 In the event that the subscription fails to renew on the anniversary date, the member acknowledges and understands that SAIG will attempt to debit the members banking account until either the amount is paid or the member cancels their subscription.
- 6.10 In the event that SAIG is not able to process/charge the monthly Subscription Fee at the date and time when such amount is due and owing then SAIG reserves the right, in its sole and unfettered discretion, to suspend the Member's access to the Services until such time as the monthly Subscription Fee is paid.
- 6.11 In the event that a member's account is suspended then no Services or Content will be made available to the Member until such time as any outstanding amount(s) which may due and owing are paid to SAIG.
- 6.12 In the event that the Member's bank account is successfully debited, or if the Member makes a manual payment, then the Membership and full access rights will be reinstated with immediate effect.
- 6.13 The member acknowledges and understands that if they make use of a discount code/trial period, they are purchasing a membership and the discount code/trial period just serves to delay/discount the subscription by the specified number of days. The member will therefore be billed accordingly, at the end of the trial/discount period for the membership they selected and the recurring subscription will kick in unless they cancel their membership, as set out in the Terms, before the discount/trial period expires.

7. CANCELLATION OF MEMBERSHIP AND SUBSCRIPTION:

- 7.1 A Member may elect to cancel their subscription at any time and is required to cancel their membership on their own accord.
- 7.2 A member is personally responsible for cancelling their subscription through their member account on the website. SAIG is not responsible for cancelling a member's subscription and will not act or respond to written notice received from a member.
- 7.3 Failure to cancel the membership before the anniversary date will result in the renewal or attempt thereof for the respective period, with no obligation by SAIG to process a refund.
- 7.4 Upon cancellation of the membership, the individual will be removed from all platforms and will no longer have access to any material from the day their subscription expires.

8. DISCLAIMER AND LIMITATION OF LIABILITY:

8.1 The Member agrees that the use of the Service is at its sole risk and acknowledges that the Service and anything contained within the Service, including, but not limited to, content, services, goods, or advertisements are provided “as is” and that SAIG makes no warranty of any kind, express, implied, tacit or otherwise, as to the Service, including, but not limited to, merchantability, non-infringement, title, accuracy or fitness for a particular purpose or use.

8.2 SAIG does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by SAIG, or its representative, is free of errors or viruses, worms or “Trojan horses,” or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features.

8.3 Members agree that SAIG, its Suppliers and its third-party agents shall have no responsibility or liability for:

8.3.1 any injury or damages, whether caused by the negligence of SAIG, its employees, subcontractors, agents, Suppliers, or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against SAIG by any other party; or

8.3.2 any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment.

8.3.3 SAIG is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access the Service. You understand that SAIG and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the Terms.

8.4 Members acknowledge that:

8.4.1 the Service is provided for educational and information purposes only and is not intended for trading purposes;

8.4.2 the Service includes information taken from domestic and other sources from around the world,

8.4.3 SAIG does not guarantee the sequence, accuracy, completeness, or timeliness of the Service;

8.4.4 the provision of certain parts of the Service may be subject to the terms and conditions of other agreements to which SAIG is a party;

8.4.5 none of the information contained on this Site constitutes a solicitation, offer, opinion, or recommendation by SAIG to buy or sell any security, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment; and

8.4.6 the information provided on this Site is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.

8.5 Accordingly, SAIG, its officers and employees, general partner, affiliates, subsidiaries, successors and assigns, Suppliers and its third-party agents shall not, directly or indirectly, be liable, in any way, to you or any other person for any:

8.5.1 inaccuracies or errors in or omissions from the Service including, but not limited to, quotes and financial data;

8.5.2 delays, errors, or interruptions in the transmission or delivery of the Service; or

8.5.3 loss or damage arising there from or occasioned thereby, or by any reason of non-performance.

8.6 Under no circumstances, including but not limited to negligence, shall SAIG, its suppliers and its third-party agents be liable to you for direct, indirect, incidental, consequential, special, punitive, or exemplary damages even if SAIG has been advised specifically of the possibility of such damages, arising from use of or inability to use the service or any links or items on the Service or any provision of these Terms, such as, but not limited to, loss of revenue or anticipated profits or lost business.

8.7 Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall SAIG ‘s total liability to you for all damages, losses and causes of action, whether in contract or delict (tort), including but not limited to, negligence) exceed the amount paid by you, if any, for accessing this Site and Services.

8.8 You represent, warrant and covenant that:

8.8.1 you have the power and authority to enter into this agreement; and

8.8.2 you are at least eighteen (18) years old.

9. INDEMNIFICATION:

9.1 You agree, at your own expense, to indemnify, defend and hold harmless SAIG and its employees, representatives, Suppliers, affiliates, and agents, against any claim, suit, action, or other proceeding brought against SAIG, its employees, representatives, Suppliers, affiliates, and agents, by a third party, to the extent that such claim, suit, action, or other proceeding brought against SAIG, its employees, representatives, Suppliers, affiliates, and agents is based on or arises in connection with the Service, or any links on the Service, including, but not limited to:

9.1.1 your use or someone using your computer's use of the Service;

9.1.2 your use or someone using your account, where applicable;

9.1.3 a violation of the Terms by you or anyone using your computer (or account, where applicable);

9.1.4 a claim that any use of the Service by you or someone using your computer (or account, where applicable) infringes any Intellectual Property Right of any third party, or any right of personality or publicity, is defamatory or otherwise results in injury or damage to any third party;

9.1.5 any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer (or account, where applicable);

9.1.6 any misrepresentation or breach of representation or warranty made by you contained herein; or

9.1.7 any breach of any agreement to be performed by you hereunder.

9.2 You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection

with or arising from any such claim, suit, action, or proceeding attributable to any such claim.

9.3 SAIG reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate

with SAIG in asserting any available defence.

9.4 You acknowledge and agree to pay SAIG reasonable attorney fees incurred in connection with any and all lawsuits brought against you by SAIG under the Terms and any other terms and conditions of service on this site, including without limitation, lawsuits arising from your failure to indemnify SAIG pursuant to these Terms.

10. PRIVACY POLICY:

10.1 The Member agree that SAIG's Privacy Policy, as may be updated from time to time, governs SAIG's collection and use of your personal information. The Privacy Policy can be accessed on the webpage.

11. INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS NOTICES:

11.1 This Site, including but not limited to text, content, photographs, video, audio and graphics, and goods (the "Service"), is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the Republic of South Africa and other countries.

11.2 The Service is also protected as a collective work or compilation under international copyright and other laws and treaties. All individual articles, columns and other elements making up the Service are also copyrighted works.

11.3 Members acknowledge and agree that the Site and Services, including all associated intellectual property rights, are the exclusive property of SAIG and its licensors. Members will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site and Services.

11.4 All trademarks, service marks, logos, trade names, and any other proprietary designations of SAIG used on, or in connection with, the Site, Services, and SAIG content are trademarks or registered trademarks of SAIG.

11.5 Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on, or in connection with, the Site, Services, and SAIG content are used for identification purposes only and may be the property of their respective owners.

12. RESTRICTIONS ON USE:

12.1 Members may not use the Service for any illegal purpose, or in any manner inconsistent with the Terms.

12.2 Members agree to use the Service solely for their own non-commercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity.

12.3 Members agree not to use, transfer, distribute, or dispose of any information contained in the Service in any manner that could compete with the business of SAIG.

12.4 Members may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit, or in any way exploit any part of the Service, except that you may download material from the Site and/or make one print copy for your own personal, non-commercial use, provided that you retain all copyright and other proprietary notices.

12.5 The analysis and presentation included in the Service may not be recirculated, redistributed, or published by you without the prior written consent of SAIG.

13. GOVERNING LAW AND JURISDICTION:

13.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

13.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court, in any dispute arising from or in connection with this Agreement

14. LEGAL COSTS:

14.1 Should you be in breach of any of the terms contained in these Terms, or any other SAIG policy or guideline, SAIG will give you written notice of such breach and grant you a period of 14 (Fourteen) Business Days to rectify such breach, failing which SAIG will be entitled to institute legal proceedings against you for, the cost of which will be borne by you on the scale of attorney and own client.

14.2 In the event that legal proceedings are instituted against you, any amounts held by SAIG, whether directly related to the matter in dispute, will be frozen to the extent of your possible liability pending the outcome of the legal process.

15. ENTIRE AGREEMENT:

15.1 These Terms, as well as all other policies, guidelines and supporting documents, constitute the entire and exclusive understanding and agreement between SAIG and the Member regarding the Site and Services, these Terms supersede and replace any and all prior oral or written understandings or agreements between SAIG and the Member.

15.2 These Terms may be supplemented by a document referenced and incorporated herein or by additional SAIG policies, guidelines, standards, or terms for a specific product, feature, service or offering.

16. SEVERABILITY:

16.1 Any provision contained in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as though it had never been recorded and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. ASSIGNMENT:

17.1 You may not assign or transfer these Terms, by operation of law or otherwise, without SAIG's prior written consent.

17.2 Any attempt by you to assign or transfer these Terms, without such consent, will be null and void.

17.3 SAIG may assign or transfer these Terms, at its sole discretion, without restriction.

17.4 Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

18. NOTICES:

18.1 Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by SAIG:

18.1.1 via a Communication (in each case to the email address or phone number that you provide); or

18.1.2 by posting to the Site.

18.2 For notices made via a Communication, the date of delivery to the Member will be deemed the date on which such notice is transmitted.

19. GENERAL:

19.1 The failure of SAIG to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if reduced to writing and signed by a duly authorized representative of SAIG.

19.2 Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20. CONTACTING SAIG:

20.1 If you have any questions about these Terms or any other policies and/or guidelines please contact SAIG (www.sainvestmentgroup.co.za/contact).

21. REFUND POLICY:

21.1 All sales are final and SAIG will not offer or process a refund to those who have purchased a subscription or any other product/service.

21.2 Members acknowledge and understand that agreeing to these Terms of Service is mandatory before they are able to proceed with purchasing a subscription or any other product/service.

21.3 Members acknowledge and understand that all sales are final and non-refundable.

Please don't hesitate to contact the support team by email (info@sainvestmentgroup.co.za) for any general or admin related enquiries that are not stipulated in the T&C's or FAQ.

Remember, "Time in the markets beats money in the market!"