# Website and Platform Terms and Conditions

MINT PLATFORMS (PTY) LTD

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MONEY IN TRANSIT

# MINT PLATFORMS (PTY) LTD

## Website and Platform Terms and Conditions

1. **INTRODUCTION**

1.1. **Purpose and Scope**

These terms and conditions ("**Terms**") constitute a legally binding agreement governing all access to, interaction with, and use of the MINT website at www.mymint.co.za, including any associated webpages, sub-domains, mobile applications, application programming interfaces ("**APIs**"), dashboards, portals, and other digital interfaces operated or made available by MINT from time to time (collectively, the "**Site**"), and all products, services, functionalities, tools, features, content, information, transaction facilities, and ancillary services made available through or in connection with the Site, whether accessed by desktop, mobile device, or otherwise (collectively, the "**Services**").

1.2. **Operator**

The Site and the Services are operated and made available by MINT Platforms (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa (Registration Number 2024/644796/07), an authorised Financial Services Provider (FSP Licence Number 55118), and a registered accountable institution under the Financial Intelligence Centre Act 38 of 2001 ("**MINT**", "**we**", "**us**", or "**our**"). No other person is authorised to bind MINT unless explicitly indicated in writing.

1.3. **Binding Effect**

1.3.1. These Terms apply to and are binding on every person who accesses the Site or uses any of the Services, whether as a registered user or otherwise. By accessing the Site, creating or maintaining a user account, clicking an acceptance mechanism, or using any part of the Services, you acknowledge that you have read, understood, and accepted these Terms in full, you agree to be legally bound by these Terms as if you had signed them, and you agree that MINT's Privacy Policy, Complaints Policy, Risk Policy, together with any other policies, schedules, notices, or rules referenced in these Terms (as amended from time to time), are incorporated into and form an integral part of these Terms.

1.3.2. If you do not agree, or cease to agree, with any provision of these Terms, you must immediately refrain from accessing the Site and discontinue all use of the Services. Continued access or use constitutes conclusive proof of acceptance.

1.4. **Condition to Access**

Your continued access to the Site and use of the Services is conditional upon your ongoing compliance with these Terms and all applicable laws. MINT reserves the right to restrict, suspend, or terminate access where these Terms are not complied with.

1.5. **No Obligation to Provide Access**

Nothing in these Terms obliges MINT to make the Site or any Services available to any person, or to continue providing the Site or Services for any period of time. Access is granted at MINT's discretion and may be withdrawn in accordance with these Terms and applicable law.

2. **REGULATORY STATUS, FAIS DISCLOSURE, AND IMPORTANT DISCLAIMERS**

2.1. **Regulatory Status and FAIS Disclosure**

2.1.1. MINT Platforms (Pty) Ltd is an authorised Financial Services Provider under the Financial Advisory and Intermediary Services Act 37 of 2002 ("**FAIS Act**"), holding FSP Licence Number 55118. MINT is authorised to provide financial services in the following categories: Category I and Category II. MINT is also registered as an accountable institution under the Financial Intelligence Centre Act 38 of 2001 and as a crypto-asset service provider under the applicable FSCA Conduct Standard.

2.1.2. In accordance with the requirements of the FAIS Act and the General Code of Conduct for Authorised Financial Services Providers and Representatives ("**FAIS Code**"), MINT makes the following pre-contractual disclosures:

2.1.2.1. MINT's registered name is MINT Platforms (Pty) Ltd, Registration Number 2024/644796/07;

2.1.2.2. MINT's FSP Licence Number is 55118;

2.1.2.3. MINT does not provide financial advice as defined in the FAIS Act unless you have entered into a separate written advisory mandate with MINT;

2.1.2.4. MINT holds professional indemnity and fidelity insurance cover as required by the FAIS Act and the applicable Board Notice. Details of this cover are available from the Compliance Officer on request;

2.1.2.5. MINT's Conflict of Interest Management Policy is available on the Site;

2.1.2.6. where MINT acts as a juristic representative or is associated with any product supplier, this will be disclosed in the relevant product documentation; and

2.1.2.7. if you have a complaint about financial services rendered by MINT, you have the right to refer your complaint to the FAIS Ombud at www.faisombud.co.za after receiving MINT's final internal response.

2.2. **Execution Only and Information Only Platform**

2.2.1. The Site and the Services are provided on an execution only and information only basis, subject to these Terms. Unless you have concluded a separate written advisory mandate with MINT, MINT does not provide financial, investment, trading, legal, tax, accounting, or other professional advice of any nature; does not assess the suitability, appropriateness, or merits of any Digital Currency, Transaction, or strategy for your individual circumstances; and does not act as your agent, fiduciary, representative, or advisor.

2.2.2. All decisions to access the Site, use the Services, or enter into Transactions are taken by you independently and at your sole risk. You acknowledge that you are solely responsible for obtaining independent legal, financial, tax, accounting, and other professional advice prior to using the Services or entering into any Transaction.

2.3. **Conflict of Interest Disclosure**

MINT discloses the following material conflict of interest in accordance with its obligations under the FAIS Code: funds deposited by you into your Legal Tender Account are held in pooled bank accounts operated by MINT. MINT earns interest on funds held in those pooled accounts. You will not receive any portion of this interest, and you irrevocably waive any entitlement to interest on funds held in your Legal Tender Account. This arrangement constitutes a material conflict of interest, which MINT hereby discloses. If you require further information regarding this arrangement, please contact MINT's Compliance Officer at compliance@mymint.co.za.

2.4. **Digital Currency Risk Acknowledgements**

2.4.1. You expressly acknowledge, understand, and accept that:

2.4.1.1. Digital Currencies are not legal tender in the Republic of South Africa and are not backed, guaranteed, or insured by any governmental authority, central bank, or regulatory body;

2.4.1.2. the value of Digital Currencies is highly volatile and may fluctuate significantly over short periods of time;

2.4.1.3. Digital Currencies are speculative and high-risk assets, and transactions involving Digital Currencies may result in substantial financial loss;

2.4.1.4. you may lose some or all of the Digital Currencies or funds associated with your use of the Services;

2.4.1.5. the regulatory treatment of Digital Currencies and digital asset-related services in South Africa and other jurisdictions is evolving and uncertain, and changes in law, regulation, or regulatory interpretation may adversely affect the availability, functionality, or legality of the Services; and

2.4.1.6. past performance of any Digital Currency is not indicative of future performance.

## 3. ELIGIBILITY AND APPROVED USERS

### 3.1. Approved User Requirement

Access to the Services is strictly limited to persons who have been approved by MINT as authorised users of the platform ("**Approved Users**"). No person may access or use any part of the Services unless and until such person has been accepted by MINT as an Approved User in accordance with these Terms.

### 3.2. Eligibility Criteria

By applying for Approved User status, creating or maintaining a User Account, or using any part of the Services, you represent, warrant, and undertake on an ongoing basis that you are a natural person who is at least eighteen (18) years of age and have full legal capacity to enter into and be bound by these Terms; where you access the Services on behalf of a juristic person, you are duly authorised to do so and to bind that entity to these Terms; you are not subject to any legal, regulatory, or contractual restriction that would prevent you from lawfully accessing or using the Services; all information, documentation, and declarations provided to MINT are true, accurate, complete, current, and not misleading; and MINT has, to its satisfaction, completed all identity verification, AML/CTF/PF compliance, sanctions screening, source of funds, risk assessment, and related checks required under applicable law or MINT's internal policies.

### 3.3. Ongoing Obligation to Update

You undertake to promptly notify MINT in writing of any change in circumstances that may affect your eligibility, risk profile, or Approved User status, including any change to your personal details, beneficial ownership, authorisation, regulatory status, or source of funds.

### 3.4. No Entitlement to Approval

Approval as an Approved User is not a right and remains at all times subject to MINT's discretion. MINT is under no obligation to provide reasons for refusing an application, except to the extent required by applicable law.

### 3.5. Suspension and Revocation

MINT may at any time refuse, suspend, restrict, or revoke your Approved User status if you no longer satisfy the eligibility requirements; any information provided by you is or becomes false, inaccurate, incomplete, or misleading; continued access may expose MINT to legal, regulatory, reputational, or operational risk; or such action is required or advisable to comply with applicable law, regulatory guidance, court orders, or internal risk management policies.

## 4. USER ACCOUNTS AND SECURITY OBLIGATIONS

### 4.1. Requirement for a User Account

Access to certain Services is conditional upon the creation and maintenance of a registered user account ("**User Account**"). You may not access or use Services requiring registration unless and until a User Account has been successfully created, verified, and approved by MINT in accordance with these Terms.

### 4.2. Account Creation and Verification

To create a User Account, you must provide such information, documentation, and confirmations as MINT may require, including for identity verification, compliance, security, and risk management purposes. MINT may refuse to create, activate, or maintain a User Account where the information provided is incomplete, inaccurate, misleading, or unsatisfactory, or where required by applicable law or internal policy. MINT may subject any User Account to ongoing monitoring, periodic review, and re-verification.

### 4.3. Single Account Restriction

Unless expressly authorised in writing by MINT, you may maintain only one User Account. MINT may suspend or terminate any additional or duplicate accounts created in breach of this clause.

4.4. **Account Credentials and Security**

4.4.1. You are solely responsible for maintaining the confidentiality and security of all credentials associated with your User Account, including usernames, passwords, personal identification numbers, authentication codes, private keys (where applicable), recovery phrases, and any multi-factor authentication mechanisms ("**Access Credentials**"). You must ensure that your password is unique and not reused across other platforms, that your Access Credentials are not disclosed or shared with any third party, and that all reasonable security measures are implemented to prevent unauthorised access to your User Account.

4.4.2. MINT may require the use of multi-factor or enhanced authentication mechanisms as a condition of access to certain Services or for the execution of certain Transactions. Failure to maintain or correctly use such mechanisms may result in restricted access or suspension.

4.5. **Responsibility for Account Activity**

You are fully and exclusively responsible for all activity conducted through your User Account, whether authorised by you or not. MINT is entitled to assume, without further enquiry, that any instruction, request, or Transaction initiated through your User Account has been validly authorised by you. MINT has no obligation to verify the identity or authority of any person accessing your User Account.

4.6. **Security Incidents**

4.6.1. You must immediately notify MINT in writing upon becoming aware of, or reasonably suspecting, any unauthorised access to or use of your User Account, any compromise of your Access Credentials, or any security breach, cyber incident, or suspicious activity relating to your User Account. Failure to provide prompt notice may materially prejudice MINT's ability to mitigate loss.

4.6.2. To the maximum extent permitted by law, MINT shall not be liable for any loss arising from your failure to comply with these security obligations, compromise of your Access Credentials due to your negligence or breach, or unauthorised access that could reasonably have been prevented by industry-standard security practices.

## 5. PROHIBITED USE AND ENFORCEMENT POWERS

### 5.1. General Prohibition

You may access and use the Site, the Services, and any User Account solely for lawful purposes and in strict accordance with these Terms. Any use outside the scope expressly permitted is prohibited.

### 5.2. Prohibited Conduct

Without limiting clause 5.1, you may not, directly or indirectly, use the Site, the Services, or any User Account to engage in any activity that is unlawful, fraudulent, deceptive, or misleading; conceal, convert, transfer, or otherwise deal with the proceeds of unlawful activity, including ML/TF/PF or sanctions evasion; engage in market manipulation, wash trading, spoofing, layering, front-running, or any activity intended to distort market prices or order book integrity; infringe or violate any intellectual property, proprietary, confidentiality, or privacy rights of MINT or any third party; introduce malware, viruses, or other malicious code, or attempt to gain unauthorised access to the Site, the Services, or any connected systems; reverse engineer, decompile, or disassemble any software or technology underlying the Site or Services, except to the extent permitted by law; circumvent, disable, or interfere with any security-related features, access controls, transaction limits, or monitoring mechanisms; impersonate any person or provide false or misleading information to MINT; use the Services for the benefit of any third party without MINT's prior written consent; access or use the Services if you are not, or cease to be, an Approved User; or engage in any conduct that MINT reasonably considers may expose it or its users to legal, regulatory, reputational, operational, or financial risk.

5.3. **Enforcement Powers**

If MINT reasonably believes that you have engaged, or are engaging, in prohibited conduct, MINT may, without prior notice and without prejudice to any other rights or remedies, refuse, suspend, or terminate your access to the Site, Services, or User Account; suspend, cancel, delay, reverse, or refuse to process any Transaction; impose transaction limits, freezes, or other restrictions on your accounts; report relevant information to regulators, law enforcement authorities, or other competent bodies; and retain records relating to you and your use of the Services as required by law.

6. **DIGITAL CURRENCY WALLET, CUSTODY, AND PRIVATE KEY RISK**

6.1. **Provision of Hosted Wallet Services**

MINT provides Approved Users with access to a hosted digital asset wallet service (each, a "**Digital Currency Wallet**") for the holding, receipt, transmission, and administration of supported Digital Currencies through the platform, strictly in accordance with these Terms.

6.2. **Nature and Scope of Custody**

6.2.1. Unless expressly stated otherwise in writing, MINT provides Digital Currency Wallets on a custodial, hosted basis, whereby MINT (or its appointed service providers) retains possession or control of the private cryptographic keys associated with the relevant Digital Currencies. Digital Currencies credited to a Digital Currency Wallet are recorded on MINT's internal ledger and may be pooled or commingled at a technical or operational level, notwithstanding internal attribution to individual users.

6.2.2. You acknowledge that Digital Currencies reflected in a Digital Currency Wallet may not be held in a uniquely identifiable blockchain address in your name.

## 6.3. Legal Character of Holdings

Your interest in Digital Currencies credited to a Digital Currency Wallet constitutes a personal contractual claim against MINT, subject to these Terms and applicable law. Except to the extent expressly required by applicable law or any regulatory determination applicable to MINT's crypto-asset services, no trust, fiduciary, nominee, agency, or bailment relationship is created solely by the operation of these Terms or any Digital Currency Wallet. This clause does not limit any rights you may have under applicable law. You acknowledge and accept the risk that, in the event of MINT's insolvency, business rescue, or liquidation, your rights in respect of Digital Currencies may be subject to applicable insolvency laws and may not be immediately recoverable.

## 6.4. No Deposit Protection or Insurance

Digital Currencies held in Digital Currency Wallets are not legal tender, are not deposits for purposes of any banking or financial services legislation, and are not insured, guaranteed, or protected by any deposit insurance scheme, governmental authority, or regulator.

## 6.5. Supported Digital Currencies

MINT supports only those Digital Currencies expressly identified on the platform from time to time. MINT may discontinue support for any Digital Currency, protocol, or network without liability, including as a result of forks, protocol changes, security vulnerabilities, or regulatory requirements. MINT does not support derivative, enhanced, wrapped, or forked versions of Digital Currencies unless expressly stated otherwise.

## 6.6. Transactions

All Transactions are executed strictly in accordance with your instructions as received through your User Account. Blockchain transactions are irreversible once broadcast to and confirmed by the relevant network. You bear sole responsibility for verifying transaction details, including wallet addresses, networks, amounts, and fees.

6.7. **Safeguarding Measures**

MINT implements reasonable administrative, technical, and organisational measures designed to safeguard Digital Currencies under its control, including layered security protocols and restricted access controls. You acknowledge that such measures do not eliminate all risks inherent in digital asset custody.

6.8. **Suspension and Withdrawal Restrictions**

MINT may suspend, restrict, or delay withdrawals from Digital Currency Wallets where reasonably necessary to comply with applicable law or regulatory directives, address security incidents or system integrity risks, or investigate suspected prohibited use.

## 7. LEGAL TENDER ACCOUNT

7.1. MINT may, subject to these Terms, establish and maintain for each Approved User a South African Rand-denominated account ("**Legal Tender Account**") for the limited purpose of facilitating permitted Transactions through the platform. The Legal Tender Account may be used solely to deposit South African Rand ("**ZAR**") for use in Transactions and to receive ZAR proceeds arising from completed Transactions, withdrawals, or other amounts credited in accordance with these Terms.

7.2. All deposits into a Legal Tender Account must originate from a bank account held in your own name (or, where applicable, in the name of the entity on whose behalf you are acting), maintained with a bank authorised under the Banks Act 94 of 1990. MINT may refuse, delay, or reverse any deposit or withdrawal where the source or destination of funds cannot be satisfactorily verified, or where required for compliance, fraud prevention, or risk management purposes.

7.3. The Legal Tender Account does not constitute a bank account, deposit account, or similar regulated account. MINT is not a bank or deposit-taking institution. Funds credited to a Legal Tender Account are held solely for transactional purposes in connection with the Services and do not attract the protections applicable to bank deposits.

7.4. Amounts credited to a Legal Tender Account do not earn interest, yield, or any other return. MINT earns interest on funds held in pooled accounts, and you irrevocably waive any entitlement to claim interest or similar amounts in respect of such funds. This arrangement constitutes a material conflict of interest, which is disclosed in clause 2.3.

7.5. MINT will use reasonable measures to safeguard funds credited to Legal Tender Accounts, which may include holding such funds in one or more designated bank accounts. You acknowledge that such funds may be pooled or commingled at an operational level, subject to internal attribution and record-keeping.

7.6. Withdrawals from a Legal Tender Account are subject to completion of applicable verification checks, applicable withdrawal limits, processing times and fees, and the absence of any suspension, freeze, or restriction imposed under these Terms.

7.7. In the event of MINT's insolvency, business rescue, or similar proceedings, your rights in respect of funds held in a Legal Tender Account may be subject to applicable insolvency laws and may not be immediately recoverable. To the maximum extent permitted by law, you bear all risks associated with holding funds in a Legal Tender Account, including operational, legal, and regulatory risks, other than risks arising from MINT's wilful misconduct or gross negligence.

## 8. TRANSACTIONS

8.1. Subject to these Terms, MINT facilitates access for Approved Users to transaction functionality enabling the purchase of supported Digital Currencies using ZAR or other permitted consideration ("**Buy Transactions**") and the sale of supported Digital Currencies in exchange for ZAR or other permitted consideration ("**Sell Transactions**"), in each case strictly on a pre-funded basis and subject to applicable transaction limits, fees, and controls.

8.2. All Transactions are facilitated on an execution only basis. MINT does not provide advice, recommendations, or opinions in relation to any Transaction and does not assess the suitability, appropriateness, or merits of any Transaction, pricing level, or trading strategy.

8.3. Buy Transactions may only be initiated where sufficient cleared funds are available in the relevant Legal Tender Account. Sell Transactions may only be initiated where sufficient supported Digital Currencies are available in the relevant Digital Currency Wallet.

8.4. MINT may impose, amend, or remove limits, thresholds, or conditions on Transactions from time to time, including limits based on value, volume, frequency, asset type, or user risk profile.

8.5. MINT may delay, suspend, cancel, refuse, or reverse the processing of any Transaction where reasonably necessary to comply with applicable law, regulatory requirements, or court or governmental orders; implement fraud prevention, AML, sanctions, cybersecurity, or risk management controls; or address system integrity, operational, or market-disruption concerns.

8.6. You expressly acknowledge and agree that MINT does not warrant the availability of liquidity at any time, that any Transaction will be executed at a particular price or within any particular time, that prices displayed on the platform reflect prevailing market prices on external venues, or the performance, solvency, or conduct of any counterparty.

8.7. You bear all risks associated with market volatility, price movements, slippage, spreads, partial fills, or unfilled Transactions. MINT's records of Transactions shall, in the absence of manifest error, constitute prima facie evidence of the Transactions conducted through the platform.

## 9. FEES AND COSTS

9.1. You agree to pay all fees, charges, and costs applicable to your use of the Services, including in connection with the opening, maintenance, and operation of your User Account, Legal Tender Account, Digital Currency Wallet, and the execution of Transactions (collectively, "**Fees**").

9.2. Applicable Fees will be disclosed through the platform, a fee schedule, pricing page, transaction confirmation screen, or other written notice made available by MINT from time to time. Fees may be expressed as fixed amounts, percentages, spreads, tiered rates, or combinations thereof.

9.3. You authorise MINT to deduct applicable Fees automatically from your Legal Tender Account, Digital Currency Wallet, or transaction proceeds, as applicable.

9.4. Certain Transactions may incur fees charged by third parties, including blockchain network fees, validator or miner fees, payment processors, or banking institutions ("**Third-Party Fees**"). Third-Party Fees are not set or controlled by MINT and may fluctuate. MINT bears no responsibility for the amount, calculation, or collection of Third-Party Fees.

9.5. MINT may amend Fees from time to time to reflect changes in costs, market conditions, regulatory requirements, risk considerations, or business operations. Where a Fee change materially and adversely affects you, MINT will, where reasonably practicable, provide not less than twenty-one calendar days' advance written notice through the platform or by other reasonable means. Continued use of the Services after the effective date constitutes acceptance of the revised Fees.

9.6. Except where required by applicable law, Fees are non-refundable. All Fees are exclusive of VAT and other applicable taxes, duties, or levies, unless expressly stated otherwise.

## 10. TAXES

10.1. You are solely responsible for determining, declaring, and paying all taxes, duties, levies, assessments, or similar governmental charges that may arise in connection with your access to or use of the Services, any Transactions entered into through the platform, and the acquisition, holding, transfer, disposal, or valuation of Digital Currencies.

10.2. MINT does not provide tax, accounting, or legal advice. Nothing on the Site, through the Services, or in any communication by MINT constitutes tax advice or a representation regarding the tax treatment or consequences of any Transaction or Digital Currency.

10.3. MINT may be required by law, regulation, court order, or request from a competent authority to disclose information relating to your identity, accounts, or Transactions to tax authorities or other regulators, and you consent to such disclosure where lawfully required.

10.4. To the maximum extent permitted by law, you indemnify MINT against any loss, cost, liability, penalty, interest, or expense arising from your failure to comply with applicable tax laws or any claim by a tax authority relating to your use of the Services, except to the extent caused by MINT's wilful misconduct or gross negligence.

## 11. SUSPENSION AND TERMINATION OF ACCESS

11.1. MINT may suspend, restrict, or terminate your access to the Site, the Services, any User Account, Legal Tender Account, and/or Digital Currency Wallet where MINT reasonably considers that such action is required or advisable to comply with applicable law, regulatory requirements, directives, or court orders; a security, integrity, operational, or cyber risk has arisen or is reasonably suspected; you have breached, or MINT reasonably suspects you have breached, these Terms; or continued access may expose MINT to legal, regulatory, financial, operational, or reputational risk.

11.2. MINT may take immediate action without prior notice where advance notice would be impracticable, unlawful, or would reasonably undermine the purpose of the suspension, including in cases involving suspected fraud, financial crime, security incidents, or regulatory intervention.

11.3. Where reasonably practicable and lawful, MINT will notify you of the fact of the suspension or termination and the general reasons for such action, provided that MINT shall not be required to disclose information where doing so would breach law, regulatory obligations, confidentiality duties, or prejudice investigations.

11.4. Suspension or termination does not affect any rights or remedies accrued prior to suspension or termination, or any provisions of these Terms intended by their nature to survive termination.

11.5. To the maximum extent permitted by law, MINT shall not be liable for any loss suffered as a result of any suspension or termination carried out in accordance with these Terms, other than where such loss arises from MINT's wilful misconduct or gross negligence.

## 12. DATA PROTECTION AND PERSONAL INFORMATION

12.1. MINT processes personal information relating to users and other data subjects strictly in accordance with the Protection of Personal Information Act 4 of 2013 ("**POPIA**") and MINT's Privacy Policy, which is available on the Site and is incorporated into and forms part of these Terms.

12.2. By using the Services, you acknowledge and agree that MINT may collect, use, store, record, disclose, and otherwise process personal information for lawful purposes, including to perform or conclude a contract with you, to comply with legal or regulatory obligations, to pursue MINT's legitimate business interests, or with your consent where required by applicable law.

12.3. You retain the rights afforded to you under POPIA, including rights of access, correction, objection, and complaint, which may be exercised in the manner described in the Privacy Policy.

## 13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights of whatever nature, including copyright, trade marks, designs, patents, trade secrets, know-how, database rights, and rights in software, algorithms, interfaces, content, and documentation ("**Intellectual Property**") subsisting in or relating to the Site and the Services vest in, or are lawfully licensed to, MINT and/or its licensors.

13.2. Subject to your ongoing compliance with these Terms, MINT grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Site and the Services solely for your internal, lawful, and permitted purposes. You may not copy, reproduce, modify, adapt, distribute, reverse engineer, scrape, or remove any proprietary notices from any part of the Site or Services.

13.3. All rights not expressly granted are reserved by MINT and its licensors.

## 14. EXCHANGE CONTROL

14.1. All Transactions and transfers are subject to compliance with the Currency and Exchanges Act 9 of 1933 and the Exchange Control Regulations published thereunder. MINT implements controls to ensure that cross-border transfers and crypto-asset externalisation comply with applicable exchange control requirements.

14.2. By using the Services for cross-border transfers or transfers to external crypto-asset addresses or exchanges, you confirm that such transfers are within your applicable exchange control allowances or are supported by SARB approval, that the transfer complies with all applicable South African exchange control laws and regulations, and that you have made all required disclosures to SARS and the SARB.

14.3. MINT will decline to process any transfer that would cause you to exceed your applicable exchange control allowance without SARB approval. MINT bears no responsibility for the tax or exchange control consequences of your Transactions.

## 15. DORMANT ACCOUNTS AND UNCLAIMED FUNDS

15.1. An account will be treated as dormant where no instructions or transactions have been initiated by the account holder for a continuous period of twelve months. In respect of dormant accounts, MINT will attempt to contact the account holder using registered contact details and may restrict trading and withdrawal functionality pending re-verification of the account holder's identity.

15.2. MINT will not charge additional fees solely on account of dormancy except as disclosed in MINT's fee schedule. Where an account remains dormant for three years and MINT is unable to contact the account holder after reasonable efforts, MINT will report and deal with unclaimed funds in accordance with applicable law.

## 16. RISK ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

16.1. You expressly acknowledge, understand, and accept that access to and use of the Site and the Services, and any Transactions entered into through the platform, involve significant risks. You confirm that you have carefully considered these risks and the Risk Policy, which forms part of these Terms, and elect to use the Services notwithstanding such risks.

16.2. You acknowledge and accept that you rely on your own judgment and, where appropriate, independent professional advice in deciding whether to access the Services or enter into any Transaction.

17. **LIMITATION OF LIABILITY**

17.1. To the maximum extent permitted by applicable law, MINT shall not be liable to you or any third party for any indirect, incidental, special, consequential, or economic loss or damage of any nature whatsoever, including loss of profit, revenue, business opportunity, goodwill, anticipated savings, or data, whether arising in contract, delict (including negligence), statute, or otherwise, even if MINT has been advised of the possibility of such loss.

17.2. Nothing in these Terms is intended to exclude, restrict, or limit any right, remedy, guarantee, or warranty that cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 ("**CPA**") or any other applicable law to the extent that you qualify as a consumer for purposes of the CPA.

17.3. To the extent that MINT is found to be liable to you, MINT's total aggregate liability arising out of or in connection with the Services, these Terms, or any Transaction shall be limited to the total Fees actually paid by you to MINT in the twelve months immediately preceding the event giving rise to the claim, provided that this limitation shall not apply to any claim arising from MINT's wilful misconduct or fraud, any claim that cannot lawfully be excluded or limited under the CPA or the FAIS Act, or any claim in respect of which MINT is required by applicable regulatory determination to maintain unlimited or prescribed minimum liability.

17.4. MINT shall not be liable for any loss arising from the acts or omissions of third parties, including blockchain networks, validators, miners, payment processors, banks, or other service providers outside MINT's reasonable control.

18. **INDEMNITY**

18.1. You indemnify, defend, and hold harmless MINT, its directors, officers, employees, agents, and service providers from and against any and all losses, damages, liabilities, penalties, costs, and expenses (including reasonable legal fees) arising out of or in connection with your breach of these Terms or any representation or warranty, any prohibited use or unlawful activity conducted through your User Account, your misuse of the Site or Services, or any claim by a third party arising from your acts or omissions.

18.2. This indemnity applies irrespective of whether the relevant loss was foreseeable and survives the suspension or termination of your User Account.

19. **COMPLAINTS AND DISPUTE RESOLUTION**

19.1. MINT is committed to providing a high standard of service. If you wish to submit a complaint, you may do so in accordance with MINT's Complaints Policy, which is published on the Site. Complaints may be submitted through the dedicated complaints channel at complaints@mymint.co.za. The Complaints Policy explains MINT's procedures for receipt, handling, investigation, and resolution of complaints, and explains your right to refer a complaint to external dispute resolution bodies, including the FAIS Ombud.

19.2. The parties shall use reasonable efforts to resolve any dispute arising out of or in connection with these Terms amicably and in good faith before initiating formal dispute resolution proceedings.

19.3. Any dispute which is not resolved amicably shall be finally resolved by arbitration in the Republic of South Africa, conducted in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), by an arbitrator appointed in accordance with those rules.

19.4. Nothing in this clause prevents either party from approaching a court of competent jurisdiction for urgent interim or injunctive relief. Nothing in this clause limits a complainant's right to refer a matter to the FAIS Ombud, the FSCA, the National Consumer Commission, or any other competent external dispute resolution body.

20. **AMENDMENTS TO THESE TERMS**

20.1. MINT may amend these Terms from time to time to reflect changes in applicable law or regulatory requirements, enhancements or modifications to the Services, or risk, security, or operational considerations.

20.2. Where an amendment materially and adversely affects your rights, MINT will provide you with not less than twenty-one calendar days' advance written notice of the proposed amendment through the platform, by email to the address registered to your User Account, or by other written means. You may close your User Account and withdraw your funds within the notice period if you do not accept the proposed amendment, in which case MINT will not apply the amended Terms to you. Continued access to or use of the Services after the expiry of the notice period constitutes acceptance of the amended Terms.

21. **GOVERNING LAW AND JURISDICTION**

21.1. These Terms are governed by and construed in accordance with the laws of the Republic of South Africa.

21.2. Subject to clause 19, the courts of the Republic of South Africa shall have jurisdiction to hear any matter arising out of or in connection with these Terms.

22. **GENERAL PROVISIONS**

22.1. Nothing in these Terms creates any partnership, joint venture, agency, or fiduciary relationship between you and MINT, and neither party has authority to bind the other.

22.2. Neither party shall be liable for any failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labour disputes, regulatory or governmental actions, failure of utilities or telecommunications, cyber incidents, blockchain network failures, or changes in law.

22.3. If any provision of these Terms is held invalid, unlawful, or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

22.4. These Terms, together with the Privacy Policy, Complaints Policy, Risk Policy, and any documents expressly incorporated by reference, constitute the entire agreement between you and MINT in relation to the Site and the Services and supersede all prior agreements, understandings, or representations.

22.5. Any failure or delay by MINT to exercise any right or remedy shall not constitute a waiver.

22.6. You may not assign or transfer your rights or obligations under these Terms without MINT's prior written consent. MINT may assign its rights and obligations in connection with a restructuring, sale of business, or similar transaction.

22.7. Provisions that by their nature are intended to survive termination shall survive, including clauses relating to liability, indemnity, dispute resolution, intellectual property, and data protection.

**[END]**