



Doto South Africa (PTY) LTD

Registered Address: Boksburg, Eastlands Office Park,
1 Bentel Avenue, 1st Floor, Jansen Park, Office 134,
Johannesburg, 1501, South Africa

TERMS AND CONDITIONS OF USE

Doto South Africa (PTY) LTD

Licensed and regulated by the Financial Services Conduct Authority of South Africa (FSCA)

FSP Number: 50451 | **Email:** support-za@doto.com

Doto South Africa (PTY) LTD acts solely as an intermediary in terms of the FAIS Act, rendering only an intermediary service (no market making) in relation to derivative products (CFD's) offered by Doto Global LTD.



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1. Introduction and Legal Status of Doto South Africa (PTY) LTD.

Doto South Africa (PTY) LTD (the “FSP”, the “Company” or “we”/ “our”) is a private limited liability company registered in the Republic of South Africa under registration number 2019/047686/07 and is authorised by the Financial Services Conduct Authority (the “FSCA”) to operate as a Financial Services Provider under license number 50451 in accordance with the provisions of the Financial Advisory and Intermediary Services Act, 2002 (the “FAIS Act”).

Doto South Africa (Pty) LTD acts as an intermediary/ direct marketer in terms of the FAIS Act, rendering only an intermediary service in relation to derivative products (CFDs) for Doto Global LTD (the “Product Supplier”). Doto Global LTD is authorised to operate as an Investment Dealer by the Financial Services Commission (“FSC”) of Mauritius under license number C119023978. As such, by proceeding with opening an account, this account will be opened with Doto Global LTD.

Partner company MWS FINANCIALS SERVICES LIMITED (registration number HE 422258, with registered office at Agias Fylaxeos 1, KPMG Center, Limassol, 3025, Cyprus) provides content and performs operational management of the business of the Product Supplier, namely Doto Global LTD.

2. Applicability of these Terms and Conditions of Use

These Terms and Conditions of Use (the “Terms”) govern your access to and use of the website located at [www.doto.com/za] (the “Website”), operated by the FSP.

These Terms apply exclusively to the Website under the South African “.za” domain extension, and by accessing or using this Website, you agree to be bound by these Terms, the Website Privacy Policy, the Cookie Policy, and all applicable laws of the Republic of South Africa.

If during your use of this Website you are redirected to or engage with another website operated by a related party or third-party entity (collectively, “Other Entities”), including websites under a “.com” domain, please note that such websites are governed by their own terms of use and policies. The FSP does not control, endorse, or assume responsibility for the content, security, or legal compliance of any Other Entity’s website.

You are encouraged to review the applicable terms and policies of any Other Entity before engaging with such sites.

These Terms constitute a legally binding agreement between you and the FSP. Please read them carefully.

3. Acceptance of Terms

By using, accessing, or downloading materials from this Website, you confirm your acceptance of and agreement to these Terms. These Terms apply to all current and future visits to the Website.

The FSP reserves the right to amend these Terms at any time without prior notice. The most recent version will be published under the “Legal Documents” section of the Website. Your continued use of the Website after changes become effective constitutes acceptance of the revised Terms.

If you do not agree to these Terms, you must refrain from using the Website.

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4. Authorised Use and Restrictions

You may access and use information on this Website strictly for your own personal, lawful, and non-commercial purposes.

You may not:

- Modify, reproduce, or distribute any materials without prior written consent;
- Use the Website for any unlawful or fraudulent purposes;
- Interfere with the security or functionality of the Website;
- Decompile or reverse-engineer any of the Website's software components.

Violation of any of these restrictions may result in legal action, including under the Electronic Communications and Transactions Act, 2002.

5. Intellectual Property

All content and material on this Website, including trademarks, logos, service marks, design, layout, software code, and text, are protected under South African intellectual property laws and are either owned by or licensed to the FSP.

Except where explicitly permitted, no content may be copied, modified, distributed, or exploited for commercial purposes without the prior written consent of the FSP.

6. External Links and Third-Party Websites

As a convenience and to make this Website truly service orientated (i.e., provision of intermediary services as explained under Section 1 herein), we have included links to complementary sites on the Internet. These sites are owned and operated by third parties (i.e., the Product Supplier being Doto Global LTD). The FSP makes no representation and is not responsible or liable for the availability of, or content located on or through, these third-party websites.

You access such sites entirely at your own risk. The FSP accepts no liability for the accuracy, legality, or content of third-party websites.

7. Regulatory and Geographic Limitations

This Website and its content are intended for use only by natural or juristic persons located in South Africa. Any references to products or services are subject to the limitations of the FAIS Act, Financial Sector Regulation Act, 2017, and any FSCA-issued conduct standards.

Access to certain services may be restricted by law in specific jurisdictions. You are solely responsible for compliance with local laws.

Nothing on this Website constitutes an offer, advice, or solicitation in any jurisdiction where such activity is prohibited by law.

8. Financial and Investment Disclaimer

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The Website is for informational purposes only and does not constitute investment, financial, legal, tax, or other advice. No content should be interpreted as a personal recommendation as contemplated in the FAIS Act.

Before making any financial or investment decisions, users are advised to consult a registered financial advisor, tax consultant, or legal professional.

9. Amendments to Website Content

The FSP reserves the right to modify or discontinue any part of the Website or its services at any time, without notice. This includes changes to product information, eligibility criteria, or service availability.

The FSP may modify these Terms at any time and without prior notice. You should review the most current version these Terms by visiting the Website and clicking on the Terms and Conditions of Use hyperlink located under “Legal Documents” at the bottom of the page. Your continued access to and use of this Website constitutes your acceptance of these Terms and Conditions of Use as modified.

The only notice of changes or modification to these Terms will be by the FSP publishing revised Terms on this Website; the FSP will not separately notify you of any changes or modifications. If you do not agree to these Terms and Conditions of Use, please do not use this Website.

10. Third-Party Content Disclaimer

Where the Website includes general news and information, commentary, interactive tools, market data, research reports, quotes, and other materials related to foreign exchange markets, financial markets, or other subjects, some of this content may be supplied by independent third-party providers not affiliated with the FSP (“Third-Party Content”). Third-Party Content may be displayed via framed areas, hyperlinks to third-party websites, or integrated directly on the Website. The FSP does not guarantee the accuracy, completeness, or reliability of such content, nor does it accept liability for losses arising from reliance on it.

All such Third-Party Content is protected by applicable intellectual property laws and international treaties and is either owned by or licensed from the respective Third Party Content providers. You acknowledge that such content may be subject to additional terms and conditions imposed by the provider(s), and it remains your responsibility to review and comply with such terms.

The FSP does not explicitly or implicitly endorse, approve, or guarantee the accuracy, completeness, timeliness, or reliability of any Third-Party Content, and such content does not constitute financial, investment, tax, or legal advice by the FSP. Similarly, Third-Party Content providers do not endorse or approve the FSP, its services, or the content of this Website.

While the FSP endeavors to ensure that the information made available is accurate and up to date, neither the FSP nor any Third-Party Content providers make any representations or warranties as to the suitability or appropriateness of the content for any particular purpose. The FSP and its Third-Party Content providers expressly disclaim any liability for any inaccuracies, errors, omissions, or delays in such content and for any losses or damages arising from reliance on it.

Third Party Content is provided solely for informational purposes and is made available to you on an

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“as is” basis. The FSP and the Third-Party Content providers expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, or freedom from computer viruses or harmful code.

To the fullest extent permitted by law, the FSP and all Third-Party Content providers (including their respective directors, officers, employees, licensors, agents, affiliates, service providers, and successors) shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages (including without limitation damages for loss of profits, data, goodwill, or use), whether in contract, delict (including negligence), strict liability, or otherwise, arising out of or relating to your use of or inability to use the Third Party Content, even where advised of the possibility of such damages.

You agree that your use of any Third-Party Content is entirely at your own risk and discretion.

11. Accuracy of Information

While the FSP endeavors to ensure that all information on the Website is accurate and current, it cannot guarantee its correctness or completeness at all times. The FSP will not be liable for any loss or damage resulting from reliance on outdated or inaccurate content.

12. Prohibited Conduct

You are prohibited from using the Website in any manner that:

- Compromises the security of the Website;
- Attempts unauthorized access to systems;
- Infringes intellectual property rights;
- Violates South African law or regulation.

13. No Warranties

The Website is provided on an “as is” and “as available” basis. The FSP disclaims all express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

14. Limitation of Liability

To the maximum extent permitted under South African law, the FSP shall not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to:

- Loss of profits or income;
- Trading or transactional losses;
- Interruption of services or delays;
- Unauthorized access to data or systems.

15. Indemnity

You agree to indemnify and hold harmless the FSP, its directors, officers, employees, affiliates, and

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service providers from any claims, damages, losses, or expenses (including legal fees) arising from your breach of these Terms or unlawful use of the Website.

16. Data Protection and Privacy

The FSP processes personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA) and its Privacy Policy. By using this Website, you consent to such processing.

You agree:

- To keep login details confidential;
- To notify the FSP or product supplier immediately upon discovering unauthorized use;
- That the FSP may disclose personal information where required by law or by regulatory authorities (e.g. FSCA, SARS, FIC).

You are entirely responsible for maintaining the confidentiality of your password(s) and login(s), and for all activities that occur under your account(s). The Company and Product Supplier will not be liable for any loss that you may incur as a result of someone else using your username, password, or account(s), either with or without your knowledge.

17. Termination of Access

The FSP reserves the right to terminate or suspend access to the Website at any time, for any reason, with or without prior notice.

18. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, such provision shall be severed without affecting the enforceability of the remaining provisions.

19. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. You irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, for any dispute arising from or related to your use of the Website.

20. Further Information

For further information regarding the FSP's Terms, you may reach out to us by sending us an email at support-za@doto.com.

Risk Warning

Trading in foreign exchange (Forex) and Contracts for Difference (CFDs) involves significant risk and is not suitable for all investors. You may lose more than your initial investment. Please ensure that you understand all the risks and seek professional advice where necessary.

Version: July 2025

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