TERMS AND CONDITIONS

REAL VIRTUAL ASSET VENTURE (PTY) LTD

Registration Number: 2024/767369/07
Website: www.rvavventure.com

1. INTRODUCTION

1.1 These Website Terms and Conditions regulate access to and use of the website operated by Real Virtual Asset Venture (Pty) Ltd ("RVAV", "we", "us" or "our").

1.2 These Terms also apply to applications, quotations, instructions and transactions submitted through the Website or through any authorised RVAV communication channel.

1.3 By accessing the Website, submitting information, requesting a quotation, accepting a quotation or using RVAV's services, you agree to be bound by these Terms.

1.4 You may not use the Website or RVAV's services if you do not agree to these Terms.

2. RVAV'S LEGAL AND REGULATORY STATUS

2.1 Real Virtual Asset Venture (Pty) Ltd is a private company incorporated in accordance with the laws of the Republic of South Africa under registration number 2024/767369/07.

2.2 RVAV operates as a juristic representative of:

Fincor Select (Pty) Ltd
Registration Number: 2024/218453/07
Authorised Financial Services Provider Number: 36046

2.3 RVAV renders financial services relating to crypto assets under the authority and oversight of Fincor Select (Pty) Ltd.

2.4 FSP number 36046 belongs to Fincor Select (Pty) Ltd. RVAV does not claim to hold a separate financial services provider licence in its own name.

2.5 RVAV may only provide services falling within the scope of its appointment and Fincor Select's applicable licence categories.

3. CONTACT INFORMATION

Legal name: Real Virtual Asset Venture (Pty) Ltd
Registration number: 2024/767369/07
Physical address: 81 Featherview Estate, Falls Road, Krugersdorp, 1739
Email address: rvav2@fincor.ai
Website: www.rvavventure.com
Regulatory capacity: Juristic representative of Fincor Select (Pty) Ltd, FSP 36046

4. NATURE OF THE SERVICES

4.1 RVAV provides a fiat-to-crypto on-ramp service that facilitates the purchase of supported crypto assets by clients using fiat currency.

4.2 RVAV operates as an intermediary and uses crypto assets owned by RVAV, primarily stablecoins such as USDT or USDC, to fulfil approved client transactions.

4.3 RVAV may acquire and maintain crypto-asset liquidity on approved cryptocurrency exchanges using its own company funds. These crypto assets may then be offered for sale to clients through approved peer-to-peer marketplaces or other authorised transaction channels.

4.4 The service generally operates as follows:

a. RVAV publishes or makes available an offer to sell a supported crypto asset through an approved cryptocurrency exchange or transaction platform;

b. the client requests or initiates a transaction;

c. the relevant crypto assets may be temporarily secured through the exchange platform's escrow facility;

d. the client must successfully complete RVAV's client onboarding, identity verification, screening and risk-assessment requirements;

e. once the client has been approved, the client transfers the agreed fiat amount directly into RVAV's designated business bank account;

f. RVAV verifies that the payment information corresponds with the client's verified information, including the client's name, bank account details, payment amount and transaction reference;

g. where the payment and compliance checks are satisfactory, RVAV confirms receipt of the funds and authorises the release of the crypto assets to the client's verified account on the relevant cryptocurrency exchange; and

h. RVAV records and retains the transaction information in accordance with its legal and regulatory obligations.

4.5 RVAV does not ordinarily receive or hold client fiat money before a specific transaction has been initiated and approved. Any fiat money received by RVAV is received solely for the execution of the relevant transaction and does not constitute a deposit, savings product or client account.

4.6 The crypto assets used to fulfil a transaction are owned by RVAV until they are released to the client following successful receipt and verification of the client’s payment.

4.7 RVAV does not hold client crypto assets in custody after the transaction has been completed. Crypto assets are released directly to the client’s verified account on the applicable cryptocurrency exchange.

4.8 RVAV may provide its services through approved cryptocurrency exchanges that offer peer-to-peer marketplaces, order-matching facilities and escrow mechanisms. The exchange platform may temporarily freeze or hold the relevant crypto assets while the transaction is being completed.

4.9 The use of an exchange escrow mechanism does not mean that RVAV, the exchange or Fincor Select guarantees the transaction, the value of the crypto assets or the continued operation or solvency of the exchange.

4.10 Before completing a transaction, RVAV may require the client to undergo verification and screening that includes:

a. identity-document verification;

b. proof-of-address verification;

c. facial-recognition or liveness verification;

d. verification of the client’s bank account;

e. verification of the client’s exchange account;

f. politically exposed person and prominent influential person screening;

g. sanctions and targeted financial sanctions screening;

h. adverse-media screening;

i. source-of-funds and source-of-wealth verification;

j. verification of the purpose and expected nature of the transaction; and

k. any additional enhanced due diligence considered necessary by RVAV.

4.11 RVAV will only release crypto assets once:

a. the client has successfully completed all required onboarding and compliance checks;

b. cleared funds have been received in RVAV’s designated bank account;

c. the payment originates from an approved bank account held in the client’s name, unless RVAV has expressly approved an alternative arrangement;

d. the payment amount and transaction reference are correct;

e. the client’s bank information corresponds with the client’s verified information; and

f. no legal, regulatory, fraud, sanctions or other risk concern prevents completion of the transaction.

4.12 Where the payment information does not correspond with the client's verified information, RVAV may delay or reject the transaction and return the funds to the originating bank account, subject to applicable legal restrictions, compliance checks and third-party charges.

4.13 RVAV may charge a disclosed transaction fee, commission, spread or margin. The transaction price may include:

a. RVAV's acquisition cost for the crypto assets;

b. a transaction commission or service fee;

c. a margin or exchange-rate differential;

d. exchange trading or withdrawal fees;

e. bank or payment-processing charges; and

f. applicable blockchain network fees.

4.14 The final rate offered to the client may differ from the prevailing spot-market rate. The rate, fees and estimated crypto-asset amount will be communicated to the client before the transaction is accepted.

4.15 The availability of a transaction depends on:

a. successful completion of client verification and screening;

b. the client's risk classification;

c. the lawful source of the client's funds and wealth;

d. the purpose and nature of the proposed transaction;

e. the availability of RVAV's crypto-asset liquidity;

f. the supported crypto asset and exchange platform;

g. market liquidity and volatility;

h. banking and payment-provider availability;

i. exchange and escrow availability;

j. legal and regulatory requirements; and

k. RVAV's internal risk appetite.

4.16 RVAV may decline, suspend or cancel a transaction where:

a. the client fails any required verification or screening process;

b. the payment information does not match the client's verified information;

c. the funds originate from an unverified or unauthorised third party;

d. fraud, money laundering, terrorist financing, proliferation financing or other unlawful activity is suspected;

e. the exchange, bank or payment provider restricts the transaction;

f. the transaction falls outside RVAV's risk appetite; or

g. completion of the transaction would breach any legal or regulatory requirement.

4.17 RVAV does not provide:

a. bank accounts, payment accounts, savings accounts or deposit accounts;

b. interest-bearing accounts;

c. long-term custody or safekeeping of client crypto assets;

d. discretionary investment management;

e. portfolio management;

f. personalised investment advice, unless separately agreed and lawfully authorised;

g. legal, tax or accounting advice; or

h. any guarantee regarding the price, liquidity, performance or future value of a crypto asset.

4.18 RVAV may expand, restrict or change the supported crypto assets, exchanges, transaction channels, banking providers or geographic markets from time to time, subject to applicable regulatory approval and RVAV's internal risk controls.

5. WEBSITE INFORMATION

5.1 Information published on the Website is provided for general information purposes only.

5.2 Website content, market commentary, examples, rates and educational material do not constitute personal financial, investment, legal, accounting or tax advice.

5.3 Any price or rate displayed on the Website is indicative unless confirmed in a formal quotation issued by RVAV.

5.4 RVAV does not guarantee that all Website information will always be complete, accurate, current or free from error.

5.5 RVAV may update, amend, suspend or remove Website content without prior notice.

6. CLIENT ELIGIBILITY

6.1 A natural person applying for RVAV's services must:

a. be at least 18 years old;

b. have full legal capacity;

c. provide accurate and complete information;

d. successfully complete RVAV's verification process;

e. use a bank account held in their own name; and

f. use a verified crypto-asset account approved by RVAV.

6.2 A company or other juristic person must:

a. be validly incorporated or established;

b. provide its registration and constitutional documents;

c. identify its directors, authorised representatives and beneficial owners;

d. provide proof that the person acting on its behalf is properly authorised;

e. use bank and crypto-asset accounts held in the entity's name; and

f. successfully complete RVAV's business verification process.

6.3 RVAV may decline any application or transaction that falls outside its risk appetite or legal and regulatory requirements.

6.4 Submission of an application does not create an obligation on RVAV to accept the applicant as a client.

7. CLIENT ONBOARDING AND VERIFICATION

7.1 Before providing services, RVAV may require information and documents relating to:

a. identity;

b. residential or registered address;

c. contact information;

d. tax identification;

e. employment, occupation or business activities;

f. annual income or turnover;

g. source of funds;

h. source of wealth;

i. the purpose of the business relationship;

j. expected transaction values and frequency;

k. beneficial ownership;

l. bank account ownership;

m. crypto-asset account ownership;

n. wallet or destination account details;

o. politically exposed or influential person status;

p. sanctions exposure; and

q. adverse media or other financial-crime risks.

7.2 RVAV may verify information through independent databases, service providers, corporate registries, credit bureaus, sanctions databases, banks, exchanges and other reliable sources.

7.3 RVAV may request updated or additional information at any time.

7.4 You must promptly notify RVAV if any information previously provided changes.

7.5 RVAV may delay, suspend or refuse services where information is incomplete, inconsistent, outdated, misleading or cannot be verified.

8. SOURCE OF FUNDS AND SOURCE OF WEALTH

8.1 You must be able to demonstrate that all funds and crypto assets used in a transaction originate from lawful activities.

8.2 RVAV may request supporting documents, including bank statements, payslips, financial statements, sale agreements, dividend records, loan agreements, tax records or affidavits.

8.3 RVAV may compare a proposed transaction with your known financial profile, income, business activities, source of wealth and expected transaction behaviour.

8.4 Where a transaction is inconsistent with your known profile, RVAV may:

a. request further information;

b. conduct enhanced due diligence;

c. delay or suspend the transaction;

d. decline the transaction;

e. restrict future services; or

f. submit a regulatory report where required by law.

9. SCREENING AND TRANSACTION MONITORING

9.1 RVAV may conduct screening relating to:

a. domestic and foreign politically exposed persons;

b. prominent influential persons;

c. financial sanctions;

d. terrorist and proliferation-financing designations;

e. adverse media;

f. fraud and financial-crime indicators; and

g. blockchain transaction risks.

9.2 A potential screening match may require further investigation and supporting information.

9.3 RVAV may monitor transactions and client activity on an ongoing basis.

9.4 RVAV may delay, refuse or suspend a transaction where a screening result or transaction risk cannot be satisfactorily resolved.

9.5 RVAV may submit information or reports to a competent authority where required by law.

9.6 RVAV may be legally prohibited from informing a client that a regulatory report has been submitted.

10. THIRD-PARTY PAYMENTS

10.1 Payments must ordinarily be made from a verified bank account held in the client's own name.

10.2 RVAV does not ordinarily accept:

a. cash;

b. anonymous deposits;

c. payments from unrelated third parties;

d. payments from unverified bank accounts;

e. payments made on behalf of another person;

f. funds from prohibited jurisdictions; or

g. funds suspected of being linked to unlawful activity.

10.3 Where a third party is involved, RVAV may require the third party to complete verification and provide evidence explaining the relationship and reason for the payment.

10.4 RVAV may return an unauthorised third-party payment to the originating bank account, subject to regulatory restrictions and applicable bank charges.

11. QUOTATIONS

11.1 Crypto-asset prices and exchange rates may change rapidly.

11.2 Unless expressly stated otherwise, a quotation is indicative and does not constitute a binding offer.

11.3 A quotation may include:

a. the fiat currency amount;

b. the crypto-asset amount;

c. the applicable rate;

d. RVAV's fee, spread or margin;

e. exchange or payment charges;

f. blockchain network fees;

g. an expiry time; and

h. transaction-specific conditions.

11.4 A quotation expires at the time stated in the quotation.

11.5 Where no expiry time is stated, the quotation may be withdrawn or replaced by RVAV at any time before acceptance.

11.6 RVAV is not required to honour an expired quotation.

11.7 A transaction becomes binding only when:

a. the quotation has been accepted within the permitted period;

b. RVAV confirms the transaction in writing;

c. all required compliance checks have been completed;

d. cleared funds have been received; and

e. RVAV confirms that execution has commenced.

12. TRANSACTION EXECUTION

12.1 RVAV will take reasonable steps to execute an accepted transaction in accordance with the confirmed transaction details.

12.2 Transaction execution may be affected by:

a. market volatility;

b. available liquidity;

c. exchange order-book depth;

d. banking delays;

e. payment-provider delays;

f. blockchain congestion;

g. network fees;

h. technical failures;

i. exchange withdrawal restrictions;

j. compliance reviews;

k. cyber incidents; or

l. events outside RVAV's reasonable control.

12.3 The final crypto-asset amount may differ from an indicative amount where market execution has been agreed or where exchange, payment or network charges apply.

12.4 RVAV may correct or withdraw a quotation where:

a. a clear pricing or calculation error occurred;

b. the quotation expired;

c. funds were not received within the required period;

d. the transaction details changed;

e. market execution became impossible; or

f. the transaction would be unlawful.

12.5 A transaction is considered executed when RVAV or its approved service provider has completed the relevant market transaction or submitted the crypto-asset transfer to the applicable blockchain or destination account.

13. VERIFIED ACCOUNTS AND WALLETS

13.1 Crypto assets will only be transferred to an account or destination approved by RVAV.

13.2 RVAV may require:

a. proof that the exchange account belongs to the client;

b. a screenshot displaying the client's name and account details;

c. the destination wallet address;

d. the correct blockchain network;

e. the destination tag, memo or reference;

f. proof of ownership or control; and

g. information concerning the destination exchange or crypto-asset service provider.

13.3 RVAV does not support transactions involving unhosted, self-hosted or non-custodial wallets unless RVAV expressly approves the transaction in writing.

13.4 You are responsible for ensuring that:

a. the destination address is correct;

b. the correct blockchain network is selected;

c. the destination supports the relevant crypto asset;

d. any tag, memo or reference is correct; and

e. the destination account is active and accessible.

13.5 Crypto-asset transactions are generally irreversible.

13.6 RVAV may be unable to recover crypto assets transferred to an incorrect address, unsupported network or incorrect destination.

13.7 RVAV will not be responsible for loss caused by incorrect transaction details supplied or confirmed by the client, except where the loss resulted directly from RVAV’s fraud, gross negligence or wilful misconduct.

14. FEES AND CHARGES

14.1 RVAV may earn a fee, commission, spread or margin on a transaction.

14.2 The applicable fee, spread, margin or method of calculation will be communicated before the transaction is accepted.

14.3 Additional third-party charges may include:

a. bank charges;

b. immediate-payment fees;

c. exchange trading fees;

d. exchange withdrawal fees;

e. payment-processing fees;

f. blockchain network fees; and

g. foreign exchange costs.

14.4 Unless otherwise stated, amounts quoted by RVAV will be expressed in South African rand.

14.5 You remain responsible for any tax, duty, declaration or reporting obligation arising from your purchase, sale, transfer or holding of crypto assets.

15. CANCELLATIONS AND REFUNDS

15.1 You may request cancellation before RVAV commences execution of the transaction.

15.2 RVAV cannot guarantee that a cancellation request will be accepted where:

a. market execution has commenced;

b. crypto assets have already been purchased or sold;

c. funds have been committed to an exchange;

d. a blockchain transfer has been submitted; or

e. third-party charges have already been incurred.

15.3 Once a crypto-asset transaction has been executed, it cannot ordinarily be reversed or cancelled.

15.4 Where RVAV agrees to refund funds, the refund will ordinarily be made:

a. to the bank account from which the funds originated;

b. after completion of any required compliance checks;

c. subject to any lawful restriction or hold; and

d. after deducting unavoidable third-party charges, unless the refund resulted from RVAV's error.

15.5 Nothing in these Terms limits any consumer right that cannot lawfully be waived or excluded.

16. CRYPTO-ASSET RISK WARNING

CRYPTO-ASSET TRANSACTIONS INVOLVE A HIGH DEGREE OF RISK. YOU MAY LOSE SOME OR ALL OF THE MONEY USED TO PURCHASE CRYPTO ASSETS.

16.1 By proceeding with a transaction, you acknowledge that:

a. crypto-asset prices are highly volatile;

b. past performance does not guarantee future performance;

c. a crypto asset may lose most or all of its value;

d. there may be insufficient liquidity to complete or reverse a transaction;

e. stablecoins may lose their intended value or de-peg from their referenced currency;

f. exchanges, custodians, banks and service providers may fail, suspend withdrawals or become insolvent;

g. blockchain networks may experience congestion, forks, outages, errors or attacks;

h. crypto-asset transactions are generally irreversible;

i. passwords, private keys and authentication credentials may be lost or stolen;

j. legislation, regulation and tax treatment may change;

k. crypto-asset markets may be affected by fraud, scams or market manipulation;

l. transactions may be delayed or blocked for compliance reasons; and

m. crypto assets are not guaranteed by RVAV, Fincor Select, the Financial Sector Conduct Authority, the South African Reserve Bank or any deposit-insurance arrangement.

16.2 You should not transact using money that you cannot afford to lose.

16.3 You remain responsible for securing your email account, mobile device, exchange accounts, passwords, private keys and authentication credentials.

17. CLIENT WARRANTIES

By using RVAV's services, you warrant that:

17.1 all information and documents supplied by you are accurate, complete, genuine and current;

17.2 you are the lawful owner of the funds or crypto assets used in the transaction;

17.3 you are acting for your own benefit unless another arrangement has been fully disclosed and approved by RVAV;

17.4 your funds and crypto assets are not connected to unlawful activity;

17.5 you will not use RVAV to conceal the source, ownership, destination or purpose of funds;

17.6 you have authority to provide all instructions submitted in your name;

17.7 you understand the nature and risks of crypto assets;

17.8 you will not impersonate another person or provide forged or altered documents;

17.9 you will promptly report suspected fraud, unauthorised access or incorrect instructions; and

17.10 you will comply with all applicable laws, tax obligations, exchange-control requirements and regulatory obligations.

18. PROHIBITED USE

You may not use the Website or RVAV's services for:

a. money laundering;

b. terrorist financing;

c. proliferation financing;

d. sanctions evasion;

e. fraud or theft;

f. scams or deceptive schemes;

g. ransomware;

h. trafficking or exploitation;

i. illegal gambling;

j. purchasing or selling illegal goods or services;

k. darknet-market activity;

l. market manipulation;

m. tax evasion;

n. disguising beneficial ownership;

o. circumventing banking, exchange or regulatory restrictions;

p. transacting for an undisclosed third party;

q. unauthorised access to systems;

r. distributing malware; or

s. any other unlawful activity.

19. SUSPENSION AND TERMINATION

19.1 RVAV may delay, refuse, restrict, suspend or terminate services where:

a. onboarding has not been completed;

b. information cannot be verified;

c. documents appear false, misleading or altered;

d. a transaction falls outside RVAV’s risk appetite;

e. a transaction is inconsistent with the client’s known profile;

f. required transaction information is unavailable;

g. sanctions, adverse-media or financial-crime concerns arise;

h. a bank, exchange or service provider declines the transaction;

i. fraud or unlawful activity is suspected;

j. the client breaches these Terms;

k. continuing the relationship may expose RVAV or Fincor Select to legal, regulatory, financial or reputational risk; or

l. RVAV is instructed to do so by Fincor Select or a competent authority.

19.2 RVAV may be unable to provide detailed reasons where disclosure is prohibited by law or may compromise regulatory or security controls.

19.3 Termination will not affect rights or obligations that arose before termination.

20. SECURITY

20.1 RVAV applies reasonable technical and organisational safeguards to protect its systems and information.

20.2 No website, email system, telecommunications network, bank, exchange or blockchain network can be guaranteed to be completely secure or continuously available.

20.3 RVAV will never request your private key, seed phrase or complete account password.

20.4 You must verify payment details and wallet instructions through an authorised RVAV communication channel before making a payment or transfer.

20.5 You must notify RVAV immediately if:

a. your email account has been compromised;

b. your mobile device has been lost or stolen;

c. your exchange account has been accessed without authority;

d. you receive suspicious payment instructions; or

e. you suspect fraud or impersonation.

21. PERSONAL INFORMATION

21.1 RVAV may collect and process personal information for purposes including:

a. client onboarding;

b. identity and account verification;

c. providing quotations and services;

d. transaction execution;

e. fraud prevention;

f. sanctions, politically exposed person and adverse-media screening;

g. transaction monitoring;

h. record keeping;

i. complaints handling;

j. regulatory reporting;

k. information security; and

l. compliance with legal obligations.

21.2 RVAV may share relevant personal information with Fincor Select, banks, exchanges, payment providers, verification providers, technology providers, professional advisers and competent authorities where reasonably necessary and lawful.

21.3 RVAV may retain client and transaction records for the period required by applicable legislation and regulatory requirements.

22. INTELLECTUAL PROPERTY

22.1 The Website, RVAV's branding, logos, graphics, documents, text, software and other content are owned by or licensed to RVAV unless otherwise stated.

22.2 Website content may be accessed or printed for personal and lawful use.

22.3 You may not, without RVAV's written permission:

a. reproduce Website content for commercial purposes;

b. modify or distribute RVAV's content;

c. use RVAV's name or branding in a misleading manner;

d. reverse engineer Website software;

e. scrape, harvest or extract Website data;

f. frame or mirror the Website; or

g. imply that RVAV endorses or is associated with another person or entity where no such relationship exists.

23. THIRD-PARTY SERVICES

23.1 The Website or RVAV's services may contain links to or use services provided by third parties.

23.2 A link to a third-party website does not mean that RVAV controls or endorses that third party.

23.3 Third-party banks, exchanges, payment providers and websites are subject to their own terms, conditions and operational rules.

23.4 RVAV is not responsible for the independent acts, omissions, availability, security or content of a third-party service provider, except where liability cannot lawfully be excluded.

24. LIMITATION OF LIABILITY

24.1 Nothing in these Terms excludes or limits liability for:

a. fraud;

b. wilful misconduct;

c. gross negligence;

d. a breach of a statutory duty that cannot lawfully be excluded; or

e. any other liability that may not lawfully be excluded.

24.2 Subject to clause 24.1 and to the maximum extent permitted by law, RVAV will not be liable for indirect, incidental, special or consequential losses, including loss of opportunity, anticipated profit or business interruption.

24.3 RVAV will not be liable for loss caused by:

a. normal crypto-asset market movements;

b. incorrect information supplied by the client;

c. an incorrect wallet address or blockchain network confirmed by the client;

d. loss of passwords, private keys or authentication credentials;

e. unauthorised access caused by the client's failure to secure an account;

f. an independent bank, exchange, payment provider or blockchain network;

g. regulatory restrictions;

h. circumstances outside RVAV's reasonable control; or

i. the client's breach of these Terms.

24.4 Where RVAV is legally liable, its liability will be limited to direct and proven loss caused by the relevant breach, subject to applicable law.

25. FORCE MAJEURE

25.1 RVAV will not be responsible for delay or failure caused by circumstances outside its reasonable control, including:

a. power or telecommunications failures;

b. banking or exchange outages;

c. blockchain congestion;

d. cyberattacks;

e. natural disasters;

f. civil unrest;

g. strikes;

h. war;

i. regulatory intervention;

j. changes in law;

k. sanctions; or

l. failure of essential third-party infrastructure.

25.2 RVAV will take reasonable steps to limit the effects of such an event and resume services where reasonably possible.

26. ELECTRONIC COMMUNICATIONS

26.1 You consent to receiving quotations, notices, documents and transaction confirmations electronically.

26.2 Electronic communications and records may be used as evidence of instructions, agreements and transactions.

26.3 An instruction received from your registered email address, mobile number or approved communication channel may be treated as an instruction from you unless RVAV has been notified that the account or channel has been compromised.

26.4 You are responsible for ensuring that your contact information remains current.

26.5 RVAV may retain electronic communications and transaction records for security, compliance, training and evidentiary purposes.

27. COMPLAINTS

27.1 Complaints relating to RVAV's Website or services must be submitted in writing to:

Email: rvav2@fincor.ai

27.2 A complaint should include:

a. the client's full name;

b. contact information;

c. the relevant transaction reference;

d. a description of the complaint;

e. supporting documents; and

f. the resolution requested.

27.3 RVAV will investigate and respond to the complaint in accordance with its internal complaints process and applicable regulatory requirements.

27.4 Complaints relating to the regulated financial service may also be escalated to Fincor Select (Pty) Ltd.

28. AMENDMENTS

28.1 RVAV may amend these Terms to reflect:

a. changes in legislation or regulatory requirements;

b. changes to RVAV's services;

c. technology or security developments;

d. changes to third-party arrangements; or

e. operational requirements.

28.2 Updated Terms will be published on the Website with a revised effective date.

28.3 Continued use of the Website or RVAV's services after the updated Terms become effective constitutes acceptance of the updated Terms.

29. GENERAL

29.1 These Terms constitute the agreement relating to use of the Website and RVAV's services, subject to any separate transaction-specific agreement.

29.2 Where a transaction-specific written agreement conflicts with these Terms, the transaction-specific agreement will apply to that transaction.

29.3 A failure by RVAV to enforce any provision does not constitute a waiver of that provision.

29.4 If any provision is found to be unlawful or unenforceable, that provision will be severed or limited to the minimum extent necessary, and the remaining provisions will continue to apply.

29.5 You may not transfer your rights or obligations under these Terms without RVAV's written consent.

29.6 Headings are included for convenience and do not affect the interpretation of these Terms.

30. GOVERNING LAW AND JURISDICTION

30.1 These Terms are governed by the laws of the Republic of South Africa.

30.2 The parties consent to the jurisdiction of the South African courts.

30.3 Nothing in these Terms prevents a client from approaching a statutory ombud, regulator, consumer authority or other dispute-resolution body with jurisdiction.

31. ACCEPTANCE

By accessing the Website, submitting an application, accepting a quotation or instructing RVAV to process a transaction, you confirm that:

a. you have read and understood these Terms;

b. you understand the risks associated with crypto assets;

c. you agree to RVAV’s verification and compliance requirements;

d. you understand that crypto-asset transactions may be irreversible; and

e. you agree to be bound by these Terms.