



QUICKTRADE
START TRADING TODAY

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Edenburg | Johannesburg | Gauteng | 2196



UPDATED: NOVEMBER 2025

WEBSITE TERMS AND PRIVACY POLICY

1 INTRODUCTION

Welcome to the website owned and made available by QuickTrade (Proprietary) Limited, a company incorporated in terms of the laws of South Africa, with registration number 2014/062267/07, together with its successors-in-title and all subsidiaries, group companies and assigns ("QuickTrade" or "we" or "us").

These website terms of use contain the terms and conditions ("Website Terms") governing your use of QuickTrade's websites located at quicktrade.co.za, <https://portal.quicktrade.co.za>, amongst others) (collectively the "Site"). These Website Terms must be read together with the Website Disclaimer and the Contracts for Difference Client Terms and Conditions and Affiliate Agreement available on the Site.

These Website Terms are binding and enforceable against every person who accesses, uses or views the Site or any part thereof ("User" or "you" or "your").

Your use of the Site is subject to your acceptance without modification of the terms, conditions, and notices contained in these Website Terms and QuickTrade's privacy policy – which forms part of these Website Terms (see Section B (Privacy Policy) hereof) and which explains how we process your personal information ("Privacy Policy").

These Website Terms are accordingly divided into the following 3 (three) sections, all of which become binding and enforceable against you upon your use of the Site or any part thereof –

- Section A – Website Terms;
- Section B – Privacy Policy; and
- Section C – General Terms.

The access, registration and utilisation of the Site is also governed by, and construed in accordance with South African law and/or any other applicable law in the country of any of QuickTrade's subsidiaries or group companies. The parties to these Website Terms irrevocably agree that the aforementioned shall have exclusive jurisdiction to settle any disputes which may arise from the usage of the Site and interpretation of the Website Terms.

PLEASE READ THESE WEBSITE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

2 ACCEPTANCE OF OUR TERMS

We permit the use of the Site subject to these Website Terms.

If you do not agree to be bound by these Website Terms, or any subsequent modification, do not access, browse or otherwise use the Site.

You understand, acknowledge and agree that these Website Terms constitute a legally binding agreement between you and us and by accessing, browsing and/or using the Site in any way, you acknowledge that you have read and agree to be bound by these Website Terms.

Your continued use of the Site shall constitute your acceptance of these Website Terms.

3 DEFINITIONS

Unless otherwise determined by the context, the words and expressions used in these Website Terms shall bear the meaning assigned thereto as follows:

“Content” means all materials, including without limitation, graphics, images, audio material, video material, audio-visual material that you submit for storage or publication on, processing by, or transmission via, the Site;

“Personal Information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin,
- colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- the biometric information of the person;
- the personal opinions, views or preferences of the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the views or opinions of another individual about the person; and
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

“POPIA” means the Protection of Personal Information Act No. 4 of 2013;

“Processing / Process” means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –

- the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- dissemination by means of transmission, distribution or making available in any other form; or

- merging, linking, as well as restriction, degradation, erasure or destruction of information.

“**Service**” refers to the service provided by us that permits you, as a registered User, to participate in online derivatives trading, or any other service provided by us and used by you via the Site.

SECTION A – WEBSITE TERMS

1 AVAILABILITY OF THE SITE & SERVICE

We cannot guarantee that the Site and/or Service will be available at all times, nor that they will be error or fault-free.

The Site and/or Service may be unavailable or access thereto may be restricted to allow for repairs, maintenance or the introduction of new facilities or functionality.

2 USE OF THE SITE AND SERVICE

QuickTrade hereby grants you a revocable, non-transferable, non-sub-licensable, non-exclusive license to access and use the Site (including any updates or upgrades) and to access and use the Service available via the Site on a compatible device owned and/or lawfully controlled by you, for your personal use. This license is not exclusive and QuickTrade will also be entitled to allow other Users to access the Site. The license is limited to you alone and cannot be transferred by you to a third party.

You acknowledge and agree that:

- all information on the Site is provided “as is” and should not be treated as professional or legal advice of any kind, and you must seek independent professional advice prior to taking any action based on the contents of the Site; and
- any claims relating to the license to the Site, possession or use of the Site are between you and us (and not between you, or anyone else) including any claim that the Site fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation.

We may at any time refuse to provide the Service and/or the Site to anyone at our own discretion.

3 ACCEPTABLE USE OF THE SITE AND SERVICE

Access to the Site is permitted only in accordance with these Website Terms. Without limiting any rights of QuickTrade as set out elsewhere in these Website Terms, we reserve the right to suspend or terminate your access to and use of the Site, or any part thereof, without notice, under the following circumstances –

- any breach of these Website Terms which is brought to our attention;
- if you have provided us with any false information;
- if you have failed to safeguard your log-in information; and
- if you have allowed a third party to use your log-in information.

You agree that you will not use the Site to do any of the following –

- upload files that contain viruses, corrupted files, or any other similar software that may damage the operation of the Site or another's computer;
- upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party;
- abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other users;
- post a review or rating unless such review or rating contains your independent, honest, genuine opinion;
- use the Site for any purpose or in any manner that is in violation of national, or international law;
- publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, incitatory, threatening or unlawful materials or information;
- impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account;
- post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited;
- restrict or inhibit any other user from using and enjoying the Site;
- imply or state that any statements you make are endorsed by us, without our prior written consent;
- reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute,
- hack or interfere with the Site, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Site in any manner, or attempt to do any of the foregoing;
- remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us;
- upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18 (eighteen), in an abusive, violent or sexual manner;
- register to use the Site under different usernames or identities, after your account has been suspended or terminated; and/or
- mirror or archive any part of the Site or any content or material contained on the Site without our written permission.

WE MAY MONITOR YOUR COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications and Provision of communication-related Information Act of 2002 ("RICA"), you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to using the Site. You also agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act of 2002 ("ECT Act") and in RICA.

4 LINKS TO AND PLUGINS FROM OTHER WEBSITES OR MEDIA

Links (such as hyperlinks) from the Site to and plugins from sites or applications owned, operated or controlled by third parties (collectively, "Third Party Sites") do not constitute the endorsement by QuickTrade of the Third Party Sites or their Content. Such links and plug-ins are provided as an

information service, for reference and convenience only. QuickTrade does not control any Third Party Sites and is not responsible for their Content. It is your responsibility to evaluate the Content and usefulness of the information obtained from Third Party Sites. The use of any Third Party Site is governed by the terms and conditions of use and privacy policy of that Third Party Site. You access Third Party Sites at your own risk. QuickTrade expressly disclaims any liability arising in connection with your use and/or viewing of any Third Party Sites, and you hereby agree to hold QuickTrade harmless from any liability that may result from Third Party Sites.

5 INTELLECTUAL PROPERTY RIGHTS

QuickTrade is the owner of the Site and so it retains all right, title and interest in and to the Site, the Service and all related documentation and proprietary products.

The license granted to you in terms of clause 5 (Use of the Site and Service) above is subject to the following restrictions which you agree to: Except as expressly permitted by these Website Terms, you agree not to, nor will you allow any third party (whether or not for your benefit) to:

- run, rent, lease, loan, or sell access to the Site or Service;
- decompile or reverse engineer or attempt to access the source code of the software underlying the Site or Service;
- copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any QuickTrade intellectual property;
- use the Site to build products or services using similar ideas, features, functions, interface or Content made available through the Site; or
- delete the copyright and other intellectual property rights notices posted on the Site.

QuickTrade specifically retains all right, title and interest in and to the name and trademark "Start Trading Today!".

SECTION B – PRIVACY POLICY

1 PERSONAL INFORMATION WE COLLECT

If you access the Site, you may give us:

- contact information, such as your name, email address, mailing address, and phone number;
- log-in information, including your Site username and password;
- information about your home, such as the area code or postal code where your home is located; and
- the information which we require you to disclose in terms of the Contacts for Difference Client Terms and Conditions and the Affiliate Agreement;
- views or preferences you provide to us.

We describe below a few of the methods we use to collect information through our technology.

When you visit the Site, we collect your Internet Protocol ("IP") address. An IP address is often associated with the portal you used to enter the Internet, like your Internet service provider ("ISP"), company, association, or university. While an IP address may reveal your ISP or geographic area, we cannot

determine your identity solely based upon your IP address. However, we may link the last IP address you used to access the Site to Personal Information you provide us.

We may also collect a unique identifier for your computer, mobile device, or other device used to access the Site ("Device Identifier"). A Device Identifier is a number that is automatically assigned to the device you used to access the Site. We may link the Device Identifier to other information about your visit, such as what pages you viewed, and to Personal Information you provide us, such as your name.

We may include small graphic images or other web programming code, called web beacons (also known as "pixel tags", "web bugs" or "clear GIFs"), in our web and mobile pages and messages. The web beacons are minute graphics with a unique identifier. They are used to track the online movements of users of our Site.

In contrast to cookies, which are stored in your computer hard drive, web beacons are embedded invisibly on Internet pages and are about the size of the period at the end of this sentence. You are bound by our Cookies Policy which is available on the Site. Web beacons help us better manage content on the Site by informing us what content is effective, monitoring how users navigate the Site, counting users of the Site, and counting how many e-mails sent by us were actually opened.

We do not support the Do Not Track (DNT) browser setting. DNT is a preference you can set in your browser's settings to let the websites you visit know that you do not want the websites collecting your Personal Information.

We may also collect information about how you use the Site, such as the amount of time you spend using the Site, how often you use the Site, and actions you take on the Site (collectively "Site Usage Information").

We may link your Site Usage Information to Personal Information you have provided us, in which case we will treat the combined information as Personal Information.

2 USAGE OF PERSONAL INFORMATION COLLECTED

QuickTrade collects only Personal Information that is necessary for the purposes described in these Website Terms. QuickTrade will process Personal Information only in ways that are for, or compatible with, the business purposes for which the data was collected or that are subsequently authorised by the User. QuickTrade takes reasonable steps to ensure that the information it collects is accurate, complete, current, and reliable for its intended use.

QuickTrade will retain Personal Information only for as long as is necessary to accomplish QuickTrade's legitimate business purposes or for as long as may be permitted or required by applicable law.

We use the information we collect to serve our customers, consider applicants, market and promote the Service, and improve your experience at the Site. Some examples include –

- Facilitating the provision of Services including in terms of the Contracts for Difference Client Terms and Conditions and the Affiliate Agreement;
- Communicating with you by email, telephone, or text message, in accordance with your wishes;
- Sending you notifications when we require you to participate on research projects, unless you have told us you do not want to receive such notifications;

- Troubleshooting technical problems on the Site;
- Responding to questions and feedback;
- Conducting research and analysis;
- Continuously evaluating and improving the online and mobile user experience;
- Preventing, discovering and investigating violations of this Privacy Policy or any applicable terms of service or terms of use for the Site, and investigating fraud, chargebacks or other matters; and
- Contacting you with regard to your use of the Site and, in our discretion, changes to the Site and/or the policies relating thereto.

We will not use the Personal Information which we collect for any purposes other than those purposes specified in paragraph .

Unless it is made explicitly clear to you beforehand, and you have given the necessary consent, your identity will not be disclosed by QuickTrade to third parties.

3 TRANSFER OF PERSONAL INFORMATION TO THIRD PARTIES AND CROSS BORDER

We may be required to disclose Personal Information in response to a court order, subpoena, civil discovery request, other legal process, or as otherwise required by law as per statutory authorities and/or the lawful order of any Court or Tribunal. We may disclose account and other Personal Information when we believe disclosure is necessary to comply with the law or to protect the rights, property, or safety of QuickTrade, our users, or others.

This includes exchanging Personal Information with other companies and organisations for fraud prevention.

QuickTrade will comply with POPIA before transferring Personal Information to a third party who is not a contractor of QuickTrade. Before transferring Personal Information to a third-party contractor, such as an authorised service provider, QuickTrade will obtain assurances from the agent that it will process Personal Information in a manner consistent with this Privacy Policy. Where QuickTrade learns that a third party contractor is using or disclosing Personal Information in a manner contrary to this Privacy Policy, QuickTrade will take reasonable steps to prevent such use or disclosure.

We reserve the right to disclose and transfer your information, including your Personal Information –

- to a subsequent owner, co-owner, or operator of the Site or successor database; and
- in connection with a corporate merger, consolidation, the sale of substantially all of our membership interests
- and/or assets or other corporate change, including to any prospective purchasers.

4 SECURITY

The security and confidentiality of your Personal Information is important to us. We have implemented technical, administrative, and physical security measures to protect your Personal Information from unauthorised access or disclosure and improper use.

Access to your Personal Information is restricted in our offices and only to those employees who need the

Personal Information to perform a specific job / task. All employees with access to Personal Information are kept up-to-date on our security and privacy practices. After a new policy is added, these employees are notified and/or reminded about the importance we place on privacy, and what they can do to enhance protection for our Users' Personal Information.

We are committed to ensuring that our security measures which protect your Personal Information are continuously reviewed and updated where necessary.

It is important for you to protect yourself against unauthorised access to your account password and to your computer or cell phone. Be sure to log out of your account or to close your browser after you have completed your visit to the Site.

Whilst we will do all things reasonably necessary to protect your Personal Information, we cannot guarantee nor do we accept any liability of whatsoever nature for any unauthorised or unlawful disclosure and/or use of your Personal Information, either by employees and/or made by any third parties (including third party service providers) who are not subject to our control, unless such disclosure and/or use is as a result of our gross negligence.

5 DATA SUBJECT ACCESS AND PARTICIPATION

Upon reasonable request and in accordance with applicable law, QuickTrade will grant users reasonable access to their Personal Information and will permit them to correct, amend or delete Personal Information that is incomplete or inaccurate.

You may contact hello@quicktrade.co.za in order to update, correct, or delete your Personal Information.

You may also update, correct, and delete some of your Personal Information through your account on the Site.

In addition, you may cancel or modify the email communications you have chosen to receive from the Site by following the instructions contained in emails from us.

6 BREACH OF PERSONAL INFORMATION

If you have a complaint concerning QuickTrade's processing of Personal Information, you should submit the complaint to hello@quicktrade.co.za. QuickTrade will investigate and attempt to resolve such complaints in accordance with the provisions contained in POPIA.

We will immediately notify you of any breach which occurs in relation to your Personal Information and/or any infringements of POPIA.

SECTION C – GENERAL TERMS

1 TERM & TERMINATION

1.1 Term

These Website Terms shall continue in full force and effect until such time as they are terminated by you or by us.

1.2 Suspension and Termination by QuickTrade

We may suspend your right to use the Site at any time in the event that we believe that you have breached these Website Terms or any policy posted on the Site, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, “Prohibited Conduct”).

If you breach these Website Terms, we will provide you with written notice, to the physical or email address you provided to us during registration, of your breach and a period of 5 days to remedy your breach. If you do not remedy your breach within the 5 days after we have asked you to, we may terminate these Website Terms immediately on written notice to the physical or email address you provided to us during registration.

In addition to suspending and/or terminating your registration as a User, we reserve the right to take appropriate legal action, including without limitation pursuing civil and/or criminal recourse. When terminating your registration, QuickTrade may delete your profile and all the information in it.

QuickTrade may also terminate these Website Terms: (i) immediately on written notice to you at the physical or email address you provided to us during registration if we are required to for legal reasons; or (ii) by giving 5 days’ prior written notice to you at the physical or email address you provided to us during registration.

1.3 Termination by You

You may cancel these Website Terms by giving us 5 (five) days’ prior written notice to the address set out in clause 23 (Documents and Notices).

2 DISCLAIMER OF WARRANTY

To the fullest extent permitted by law, QuickTrade does not warrant –

- that the Site and functionality thereof will meet your requirements;
- the proper performance of the Service or Site;
- that the operation of the Site will be reliable, always on time, secure, uninterrupted or error-free; or
- that all Site errors or defects will be corrected.

Any information and material downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk. No information, whether oral or written, obtained by you from the Site will create any warranty not expressly stated in these Website Terms.

To the fullest extent permissible by law, QuickTrade disclaims all warranties and conditions with respect to the Site and/or Service, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

3 LIMITATION OF LIABILITY AND INDEMNITIES

You hereby indemnify QuickTrade and QuickTrade's associates from any losses due to or arising out of your use of the Site or your breach of these Website Terms. QuickTrade likewise does not warrant or make any representations or guarantees that you will earn any money using the Site or QuickTrade's technology or Service. You accept all responsibility for evaluating your own earning potential as well as executing your own business and services. Your earning potential is entirely dependent on your own products, ideas and techniques; Your execution of your business plan; the time You devote to the program, ideas and techniques offered and utilized; as well as Your finances, Your knowledge and Your skill. Since these factors differ among all individuals, QuickTrade cannot and does not warrant or make any representations or guarantees regarding Your success or income level.

QuickTrade will not be liable to you for any claims or losses of whatever nature in relation to the Site as a result of your or anyone else gaining unlawful access to the Site or any of its Content or as a result of QuickTrade acting on an instruction received from you, including to access your information held with any third party institution.

Your interaction, correspondence or business dealings with third parties or Users which are referred to or linked from or to the Site are entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

Further, and save to the extent attributable to the gross negligence or willful misconduct of QuickTrade or any of its employees, you agree that QuickTrade will not be responsible for and you indemnify QuickTrade, its directors, employees and agents against and hold them harmless from:

- all losses in respect of any claims of whatsoever nature which may be brought against QuickTrade or which QuickTrade may suffer or incur as a result of acting or not acting on any instruction received from you in relation to the Site;
- any unauthorised interception or monitoring of the Site;
- any unauthorised access (including but not limited to phishing) to your information displayed on the Site or accessed by you as part of the Site or any breach of security or any destruction or access to your data or any destruction or theft of or damage to any of your equipment;
- all losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from your use of or your inability to use the Site and/or your breach of these Website Terms, to the extent that it is permissible for you to give this undertaking in law;
- any infringement of any intellectual property rights by you;
- all losses incurred as a result of unauthorised access to or alteration of your information and/or any third party information provided by you or any third party pursuant to these Website Terms;
- all losses arising from relying on any information obtained by you through use of the Site;
- all losses, including losses for unauthorised access to your confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Service, the Site or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of

storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond QuickTrade's control;

- all losses incurred as a result of your failure to comply with the security obligations contained in these Website Terms;
- all losses incurred as a result of your failure to obtain any relevant consents, authorisations or permissions in respect of any user content submitted to us;
- losses incurred as a result of the Site being degraded or during the maintenance of the Site;
- losses caused by or arising from the unavailability of, any interruption in or your access to the Site (either in part or as a whole) for any reason whatsoever; and
- losses incurred as result of any inaccuracies in the Site.

4 CHANGES TO THESE TERMS

We may make changes or updates to these Website Terms from time to time. We may do this by posting the updated Website Terms on the Site, or by sending you an email, text message (SMS) or post. In the event that you proceed to use the Site after such notification has been posted via the Site or where you have been notified via email, SMS or post, you agree that you will be deemed to have accepted the amended Website Terms.

Without limiting clause 1, you will be allowed to cancel these Website Terms in the event that you do not accept any material changes made by QuickTrade to these Website Terms or the Service, by written notice to QuickTrade to be given within 5 (five) days of the change taking effect. In such a case, you must immediately stop using the Site. If you do not notify us of your intention to cancel these Terms and Condition within the 5 (five) day period, we can assume that you have accepted the amended Website Terms.

5 APPLICABLE LAW AND JURISDICTION

The laws of the Republic of South Africa govern these Website Terms and your use of the Site and Service.

You further consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) in respect of disputes which may arise out of your use of the Site and these Website Terms.

6 GENERAL

You may not cede, assign or otherwise transfer your rights and obligations in terms of these Website Terms to any third party.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

Any failure on the part of you or us to enforce any right in terms hereof shall not constitute a waiver of that right.

Any provision in these Website 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 pro non scripto (as if it were not written) and severed from these Website Terms, without invalidating the remaining provisions of these Website Terms.

7 DOCUMENTS AND NOTICES

We choose the following address for all communication purposes under these Website Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Email: hardus@quicktrade.co.za

Or via Registered Mail: Postnet Suite 31, Private Bag x81, Halfway House, 1685

Attention: Hardus Van Pletsen

You choose the email address and physical address you provide us at the time of registration as your address for all communication purposes under these Website Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

8 CONTACT US

Should you wish to raise any questions or complaints in connection with these Website Terms, you can contact us by e-mail at hardus@quicktrade.co.za.

9 DISCLOSURES REQUIRED BY THE ECT ACT

Access to and use of the Site and/or Service available on or through the Site is classified as an “electronic transaction” in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to disclose the following information:

- **Our full name and legal status:** QuickTrade Proprietary Limited, a private company incorporated in terms of the laws of the Republic of South Africa, with registration number 2014/062267/07.
- **Street address:** 345 Rivonia Road, Edenburg, Johannesburg, Gauteng, 2196
- **Postal address:** Postnet Suite 31, Private Bag x81, Halfway House, 1685
- **Physical address for receipt of legal service:** 345 Rivonia Road, Edenburg, Johannesburg, Gauteng, 2196
- **Main business:** Financial Services Provider
- **Website address:** <https://www.quicktrade.co.za> and <https://portal.quicktrade.co.za>
- **Official email address:** hardus@quicktrade.co.za
- **Governing terms of use:** These Website Terms