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## 1. Acceptance of terms

Please read the following information carefully before using this web site. By accessing or using the web site, you acknowledge that you have read, understood, and agree to the Safrican General Terms of Use and where applicable the Product Terms of Use (collectively the “Terms of Use”). If you do not agree with the Terms of Use, do not use this web site. We reserve the right, in our sole discretion, to modify or update these Terms of Use at any time. Please check the Terms of Use each time you visit our web site for the most current information.

These Terms of Use apply to the [www.s african.co.za](http://www.s african.co.za) and [my.s african.co.za](http://my.s african.co.za) web sites (collectively “S african Site”).

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## 2. Use of the Website

By accessing, enquiring and or buying any Products via the Safrican Site, you warrant and represent that you are legally entitled to do so and that you have the requisite capacity to conclude a legally binding transaction with Safrican. You further warrant that you will not use the Safrican Site, Products, or any information made available to you by Safrican pursuant to your use of the website for any purpose that is unlawful or prohibited under South African or international law or in any way that is in contravention of these Terms of Use or the specific Product Terms of Use.

While you are on the Safrican Site or are using or accessing our product offerings, we may collect certain data about your use of the site and the products. By accessing or viewing any of our sites, you understand that we will be collecting this data. If you do not want us to collect data about you, then do not access any of our Sites and do not enrol in, purchase, or use any of our products or services.

## 3. Purpose of Content

The information provided on this website is intended to provide you, the user, with objective information about Safrican’s financial products and services and is not intended to constitute a recommendation, guidance or proposal in regard to the suitability of any product in respect of any financial need you may have.

Calculations which may be displayed on the website are intended for the convenience of clients, may be approximations, and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as Safrican will not be liable for any inaccuracy in the calculation

The content is provided for informational purposes only. It is not intended to provide financial advice to you.

## 4. Disclaimer of Warranties and Liability

While Safrican will take care to provide accurate information on the Safrican website, the information displayed on the Safrican website is provided without any express or implied warranty (guarantee that the

information is correct) of any kind whatsoever. In particular, Safrican does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

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While every effort has been made to ensure the accuracy of information contained on this website, Safrican and its directors, officers, suppliers, and employees provide no representation or warranty, express or implied, regarding the accuracy, completeness or correctness of information contained in this website.

You are advised that Safrican reserves the right, in its sole discretion, to withdraw or terminate any Products offered to you in terms of the subscription for any reason, at any time and without incurring loss or penalty.

## 5. Policy on Links to the Safrican Web Site

You are given a limited, non-exclusive right to create a hypertext link to the Safrican Site ([www.s african.co.za](http://www.s african.co.za) and [my.s african.co.za](http://my.s african.co.za)). However, you may not portray Safrican or any of its Products in a false or offensive manner. Also, you may not misrepresent your relationship with Safrican or imply that Safrican sponsors, endorses, or is affiliated with your web site or products. You may not replicate, modify, or alter the appearance or content of this web site. You may not use, frame, or utilize framing techniques to enclose any Safrican Trademarks or any of the content of this web site. Except as stated above, you are not given any other right or license to (i) the content of this web site or (ii) any intellectual property or proprietary rights of Safrican. This limited linking right may be taken away from you at any time at our discretion.

## 6. Policy on Links to Third Party Web Sites

This web site may contain links to third party web sites. Safrican does not represent, guarantee, or endorse any web site that you may access from this web site. In addition, if we provide a link to a web site, we do not represent, guarantee, or endorse the company or any of its offerings. Links contained on this web site are provided solely as a convenience to you. When you access a non-

Safrican web site, please understand that the linked site and its content are not under our control. Safrican is not responsible for web casting or any other form of transmission received from any linked sites. You are responsible for protecting your system from viruses and other invasive items. When visiting external links you must refer to that external terms and conditions of use.

## 7. Unsolicited Idea Submission Policy

When you provide us with comments, suggestions, or ideas (collectively "Feedback"), such Feedback is not considered confidential and becomes the property of Safrican. We are not obligated to you if you provide such Feedback. We are free to use, copy, or distribute the Feedback to others for any purpose.

## 8. International Use

Because you can access this web site internationally, you agree to follow all local rules regarding the internet, data, e-mail, and privacy. You specifically agree to follow all laws that apply to transmitting technical data exported from the South Africa or the country of your residence.

## 9. Notices

The address for service of any notices or communication relating to these Terms of Use including the giving of any notice, the payment of any sum, or the serving of any legal process, is:

Registered physical address: Safrican House, 21, 9th Street, Houghton Estate, 2198

Telephone number: +27 010 880 5055

No legal service shall be validly affected by email.

Safrican shall be entitled to vary its physical address for service to any other physical address within the Republic of South Africa, by giving notice to you by way of updating these Terms of Use.

## 10. Indemnification

You agree to reimburse Safrican, its officers, employees, agents, and partners for all losses, damages, and costs, including reasonable attorney's fees, resulting from your violation of these Terms of Use.

## 11. Consumer Protection Information Cooling-off period

A 60-day cooling-off period will apply in respect of any service/s ordered via the website unless the particular product's Terms should indicate a different cooling-off period.

### Membership / Affiliations:

Safrican is a member of the following associations and subscribes to their respective codes of conduct:

- Financial Sector Conduct Authority (FSCA)
- South African Credit and Risk Reporting Association (SACRRA)
- Direct Marketing Association of SA (DMASA)

## 12. Privacy

Please review the Safrican Privacy Policy to understand our practices. By using the Safrican Site or purchasing our Products, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy.

Safrican considers it imperative to protect the privacy interests of consumers. Please see our detailed Privacy

and Security Policy available on our website by clicking on [this link](#).

By accepting these terms and conditions, you expressly acknowledge, agree and consent to Safrican using your confidential information –

- To record, process, continuously maintain and update your information
- To perform statistical analysis,
- To distribute Safrican marketing material
- To provide our products or services to you, to carry out the transaction you requested and to maintain our relationship
- For underwriting purposes
- To assess and process claims
- To conduct credit reference searches or verification
- To confirm and verify your identity or to verify that you are an authorised user for security purposes
- For operational purposes, and where applicable, credit scoring and assessment and credit management
- For purposes of claim checks (e.g., the ASISA Life and Claims Register)
- For the detection and prevention of fraud, crime, money laundering or other malpractice
- For debt tracing or debt recovery
- To conduct market or customer satisfaction research or for statistical analysis
- For audit and record keeping purposes
- Undertake internal testing of our website, applications, systems, and services to test and improve their security, provision, and performance, in which case, we would pseudonymise any information used for such purposes, and ensure it is only displayed at aggregated levels which will not be linked back to you or any living individual.
- In connection with legal proceedings.

## 13. Electronic transactions, communications, and records

When you communicate with Safrican by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Safrican. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Safrican satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to Safrican acting on the information communicated to Safrican electronically. You are responsible to ensure that Safrican has received the information communicated electronically.

You acknowledge and consent that Safrican, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Safrican will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Safrican.

## 14. User ID and password

If you subscribe to a service or product provided on the Safrican website, you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else).
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge.
- Notifying Safrican immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of.
- For losses suffered by Safrican or a third party due to someone other than you using your user id and/or password.

## 15. Mobile access and use

You may access the Safrican website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Safrican website.

The Safrican website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. Safrican is not responsible for the wireless services used by mobile devices and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the Safrican website.

While the use of the Safrican website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the Safrican website.

Safrican is also not responsible for the communication of any person or confidential information between you and the Safrican website or any electronic communications mechanisms facilitated by the Safrican website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the Safrican website.

The functionality and use of your mobile device is outside of the control of Safrican and Safrican will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

## 16. Copyright, Trademarks, and Intellectual Property Rights

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Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Safrican website are for your personal and non-commercial use only. You may not –

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website – unless you have Safrican's prior written authorisation.

- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website.
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Safrican's image or impair its ability to do business.
- Use the website in a manner that could damage, disable, overburden, or impair any Safrican server (computer), or network connected to any Safrican server, or interfere with any other party's use of the Safrican website.
- Interfere with any content displayed on the Safrican website or attempt to gain unauthorised access (without Safrican's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Safrican server or any other part of the Safrican information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Safrican website or to gain access to information or any part of the Safrican information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the Safrican website, or any of the web pages which constitute the Safrican website, without Safrican's prior written consent.
- Frame the website or any of its pages without Safrican's prior written consent.

## 17. Online advertising

Safrican engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about Safrican customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers. The personal information they collect is aggregated and cannot be linked to a person.

- Third party vendors, including but not limited to Google, DoubleClick, and Programmatic Buying, show Safrican's ads on sites on the internet.
- Third party vendors, including but not limited to Google, DoubleClick, and Programmatic Buying, use cookies to serve ads based on a user's prior visits to Safrican's website.
- If you do not wish your personal information to be used in this way Users may opt out use of cookies by visiting:
  - Google: <http://www.google.com/policies/privacy/ads/>
  - Network Advertising Initiative: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp)
  - Digital Advertising Alliance (DAA): <http://www.aboutads.info/choices/>
  - Digital Advertising Alliance Canada (DAAC): <http://youradchoices.ca/choices>
  - Digital Advertising Alliance EU (eDAA): <http://www.youronlinechoices.com/>

## 18. Crawlers and Spiders

No person, business or website may use any technology to search and/or gain information from Safrican's website without its prior written consent.

## 19. General

These Terms of Use, and where applicable the Product Terms of Use and/or Safrican's Standard Products (Subscriber) Terms and Conditions constitute the sole record of the agreement between you and Safrican in relation to the subject matter hereof. Neither you nor Safrican shall be bound by any express tacit nor implied

representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings, or representations, whether written or oral, between you and Safrikan in respect of the subject matter hereof. No indulgence or extension of time which either you or Safrikan may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

Safrikan shall be entitled to cede, assign, and delegate all or any of its rights and obligations in terms of these terms.

All provisions of these terms and conditions are, notwithstanding the way they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms and conditions shall remain in full force and effect.

Should Safrikan be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Safrikan is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than fourteen days after it has first occurred then Safrikan shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa in respect of any disputes arising in connection with the Products referred to herein, or the terms or any matter related to or in connection therewith.