



# Direct Axis SA (Pty) Ltd Terms of Use

Website Terms of Use



## 1. Introduction

- The Terms are the general terms of the relationship between Direct Axis and the User. The Terms cover the use of this website, including any other marketing material of DirectAxis. By visiting and using this website, each User accepts and agrees to be bound to these terms of use provisions.
- Direct Axis shall, from time to time at its sole election, be entitled to modify these terms of use, and users continued use of the website will be subject to the terms of use in force at the time of use. Accordingly, Direct Axis requests that users review these terms of use periodically as users' continued access or use of the website shall be deemed to signify their acceptance of the amended terms of use.
- While we have taken care to ensure that the content on this website is accurate, this website and the services accessible on or via this website are provided 'as is', and your use of and reliance on the information on this website and the online services is entirely at your own risk.

## 2. Definitions and Interpretation

For purposes of the Terms:

**Terms** means these terms, consisting of:

- 1 these terms of use and
- 2 any other relevant specific terms, policies, disclaimers, rules, and notices agreed between the parties (including any that may apply to a particular section or module of this website);

**Direct Axis Pty Limited** means Direct Axis SA (Pty) Ltd with Reg No. 1995/006077/07;

**Direct Axis Business Unit (DABU)** means Direct Axis Business Unit of FirstRand Bank Limited.

**User or you** means any person who visits this website.

### Interpretation

A word defined or assigned a meaning in the Terms will start with a capital letter. All headings are inserted for reference purposes only and must not affect the interpretation of the Terms. Whenever 'including' or 'include', or 'excluding' or 'exclude', together with specific examples or items, follow a term, they will not limit its ambit. Terms other than those defined within them will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended from time to time. A reference to a person includes a natural and juristic person, and a reference to either party includes the party's successors or permitted assigns. Unless otherwise stated in the Terms, when any number of days is prescribed, the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any time.

### Conflict

If there is a conflict of meaning between these terms of use and any other relevant specific terms, policies, disclaimers, rules, and notices agreed between the parties, the specific terms will prevail regarding your use of the relevant section or module of the website.

### 3. About DirectAxis

This website is owned, managed, and administered by DirectAxis Business Unit. DirectAxis Pty Ltd is a registered Financial Services Provider, FSP 7249 and 5.

### 4. Use of this Website

#### License to Use this Website

- Direct Axis grants each user a limited, revocable license to use this website subject to the Terms. Any person wishing to use this website contrary to the Terms must obtain Direct Axis's prior written consent.
- The information contained on this website is for general use only and does not constitute advice. You are strongly advised to seek professional advice before taking any course of action related to them.
- Direct Axis has taken reasonable care to ensure that the information published on this website is accurate and complete as of the publication date. Nevertheless, Direct Axis does not guarantee the accuracy or completeness of any information contained in or referred to in the content on this website.
- Direct Axis does not assume any liability for errors or omissions in the content on this website or for any loss or damage resulting from any person's reliance upon information on this website.
- The information provided on this website is not targeted at, or intended for use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject FirstRand to any registration requirement within such jurisdiction or country as a result of the publication of the information on the website.
- We are not responsible for links to third-party sites, its content, the third party's actions or omissions, or its goods or services- as we are not in control of 3rd party sites.

#### Framing

- No person, business, or website may make the contents of this website or any of the pages on this website viewable on their website.

#### Linking

- Users may link to the website only by linking to the home page of this website. Direct Axis prohibits Users from deep linking (the practice of linking to the internal pages of a website, bypassing introductory pages as well as other material that would normally precede the linked page) to any other pages in a manner that would incorrectly suggest endorsement or support of the User by Direct Axis or suggests that the User is the owner of any intellectual property belonging to Direct Axis.

#### Spiders and Crawlers

- No person, business, or website may use any technology (including spiders or crawlers) to search and gain any information from this website.

### 5. Modify

DirectAxis may modify, suspend, or discontinue providing this website (with or without notice) and will not be liable.

### 6. Capacity of Customer

Each User represents and warrants that User:

- 1 is old enough under applicable law to enter into the Terms;
- 2 possesses the legal right, full power, and authority to enter into the Terms;
- 3 will submit true, accurate and correct information to DirectAxis and this website.

### 7. Intellectual Property

#### Ownership

Except as provided to the contrary in the Terms, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of this website are the sole property of or will vest in Direct Axis or a third party licensor. All moral rights are reserved.

## Trademarks

DirectAxis' logo and sub-logos, marks, and trade names are the trademarks of FirstRand Bank Limited, and no person may use them without permission. Any other trademark or trade name that may appear on this website or other marketing material of DABU is the property of its respective owner.

## Restrictions

Except as expressly permitted under the Terms, this website may not be:

- 1 modified, distributed, or used to make derivative works;
- 2 rented, leased, loaned, sold or assigned;
- 3 decompiled, reverse engineered, or copied; or
- 4 reproduced, transferred, or distributed.

## Prosecution

All violations of proprietary rights or the Terms will be prosecuted to the fullest extent permissible under applicable law.

## 8. Disclaimer of Warranties

- Use of this website is the sole responsibility and risk of each User. This website is provided on an 'as is' and 'as available' basis.
- To the fullest extent permissible by law, we expressly disclaim all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this website and the services accessible on this website.
- While we take all reasonable precautions to prevent this, we do not warrant that the website or any software available for download on the website is free of viruses or destructive code.
- DirectAxis does not warrant that this website will meet any User's requirements or be uninterrupted, legally effective or complete, timely, secure, error-free or free from infection by malicious software.

## 9. Indemnity

- We and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) shall not be liable for this. You hereby indemnify us and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your use of this website or the online services or the information contained on this website or your inability to use this website or the online services.

## 10. Limitation of Liability

Without derogating from the generality of the above, we will not be liable for the following:

- Any interruption, malfunction, downtime or another failure of the website or online services, our system, databases or any of its components for reasons beyond our control
- Any loss or damage to customer data or other data directly or indirectly caused by malfunction of our system, third-party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems; programming defects
- Any interruption, malfunction, downtime or another failure of goods or services provided by third parties, including, without limitation, third-party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities; any event over which we have no direct control.

## 11. Termination

### Discontinue this Website

The Terms will automatically terminate if Direct Axis discontinues this website. The User can contact Direct Axis through the Direct Axis Contact Centre

### **Breach**

If a User:

- 1 violates the Terms; or
- 2 repeatedly infringes the copyrights or other rights of others;

The User agrees that DirectAxis may, to the extent permitted by applicable law and without prejudice to its rights in the Terms or in law, terminate access to or use of the website, claim specific performance of the Terms, and claim damages from the User

## **12. General**

### **Entire Agreement**

The Terms constitute the entire agreement between the parties regarding the subject matter of the Terms.

### **Fact Related to Website**

A certificate, signed by an administrator of this website, of any fact related to this website (including the version of the Terms that governs a particular dispute and what content was published or functionality was available on the website at a specific point in time), will be conclusive irrefutable proof of the correctness of the certificate's contents.

### **Waiver**

No granting of time or forbearance will be deemed a waiver of the Terms, and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.

### **Severability**

If any term is void, unenforceable, or illegal, the term will be severed, and the remainder of the Terms will have full force and effect, provided the severance does not alter the nature of the Terms.

### **Governing Law and Jurisdiction**

The Terms are governed by and must be interpreted under the laws of the Republic of South Africa, and the User agrees to submit to the exclusive jurisdiction of the South African courts.

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