



DirectAxis Pulse Terms and Conditions

1. General

- 1.1. These terms and conditions (“the Terms”) contractually regulate the way in which the DirectAxis Pulse Service may be used.
- 1.2. You agree to be bound by the Terms which creates a legally binding contract between yourself and DirectAxis.
- 1.3. “DirectAxis”, “us” or “we” – means DirectAxis, a business unit of FirstRand Bank Limited with Registration Number 1929/001225/06.
- 1.4. “solution” refers to any banking, insurance, investment, telecommunications or other products, goods, services, benefits, policies and rewards you select with the FirstRand group of companies.
- 1.5. “interface” or “channel” means any way you can use to interact with us, for example through an app or a website, or through assistance from a representative, for example face-to-face with our employees, and any future methods made available through our platform.
- 1.6. The “platform” is your key to trusted, innovative technology and solutions. You can use our platform to do many exciting things like browse, view, or take up offerings available in the country from where you are accessing the platform; connect and interact with us; shop at our virtual shopping mall; and connect with other consumers, suppliers, producers, retailers, wholesalers and other third-party providers of goods and services.
- 1.7. We can change these terms and conditions or any of the rules at any time as allowed by law. We will notify you about any important changes to these terms and conditions or the rules before we make the change. Unless you dispute the change before the date the change applies, we can assume that you agreed to the change(s).
- 1.8. “Personal Information” – means all personal information as defined in the Protection of Personal Information Act 4 of 2013 which includes names, cell numbers, email addresses, identification numbers, financial history, etc.
- 1.9. “Your / your / yourself” – means a natural person who has been registered to use the DirectAxis Pulse Service.
- 1.10. I instruct the FirstRand Group to obtain and use my information from credit bureaus (including ongoing notifications regarding my credit applications) to:
 - I. Conduct ongoing assessments to determine my eligibility for and the appropriateness of offers for any solutions.
 - II. Determine my financial status and provide me with tips and support.

For more information about the FirstRand Group, our solutions and your privacy go to the Privacy Notice on our website.

2. Using the Service



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- 2.1. The DirectAxis Pulse Service is a free and secure financial wellness tool that allows you to check your credit rating and learn how to improve it. You will be registered for the service when you accept these Terms, authenticated yourself through security questions and when your user profile is created on the website at www.directaxis.co.za/pulse.
- 2.2. DirectAxis Pulse is not governed by the Financial Advisory and Intermediary Services Act (FAIS) or codes of conduct related thereto and therefore no protection is afforded to you in terms of FAIS for DirectAxis Pulse
- 2.3. You agree that in order for us to provide the service to you, we will need to obtain your Personal Information from the credit bureaus. This may be done on a continuous basis until you unsubscribe from the service.
- 2.4. You have the right to unsubscribe from the service at any time by deleting your profile on the DirectAxis Pulse website at www.directaxis.co.za/pulse or by opting out of the electronic communications you may receive.

3. Your Privacy

- 3.1. Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand group of companies.
- 3.2. To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Group Customer Privacy Notice which forms part of this privacy term. The privacy notice can be found on our App and website or contact us to request a copy.
- 3.3. In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand group of companies, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise. References to privacy related terminology used in this term (such as personal information and responsible party) should also be read as to incorporate any similar terminology used in the jurisdiction in which your personal information is processed.
- 3.4. By accepting these terms and conditions or by using any solution offered by us, you acknowledge that to:
 - I. conclude and fulfil contractual terms or obligations to you;
 - II. comply with obligations imposed by law; or
 - III. to protect or pursue your, our, or a third party's legitimate interests, including offering solutions that best meet your needs;

your personal information may be processed through centralised functions and systems across entities in the FirstRand group of companies and may be used for the purposes, in the manner, and with the appropriate controls as set out in our privacy notice.

- 3.5 Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- 3.6 We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our privacy notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our privacy notice. We strongly advise that you read our privacy notice, given its incorporation into your agreement with us.
- 3.7 If you are a juristic person (for example, a company or a trust) it may also be necessary for the FirstRand group of companies to obtain personal information of parties who are related to your business or activity, such as members, directors, shareholders or trustees (as applicable) and as set out in more detail in our privacy notice.
- 3.8 For the purposes of these terms and conditions, the responsible party is the party with whom you are contracting a solution (using a solution), as well as other entities in the FirstRand group of companies, which are listed in our privacy notice as responsible parties. For the contact details of these responsible parties, please see our privacy notice.



4. Customer and Transaction Screening

- 4.1. We will do our best to stop and/or prevent any criminal activities including money laundering and terrorist financing. In assisting with this you acknowledge that we:
1. may verify (check and confirm) your identity as well as that of any persons related to or acting on behalf of or involved with you at the start of the business relationship and as often as reasonably necessary thereafter.
 2. will not willingly and knowingly do business with any person, that appears on any “sanction” list in terms of legislation or in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries. Note that these lists are updated on a regular basis.
 3. may monitor any transactions, instructions, and recipients and can request/verify further information before acting on an instruction or transaction. This could result in a delay in carrying out the instruction.
 4. may refuse to carry out any instruction or transaction and place a hold on any account should it consider necessary.
- 4.2. You agree to assist the Credit Provider to comply with the laws by providing all the information and documents reasonably required from time to time. If you fail to do so or provide false information, the Credit Provider can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.
- 4.3. We will not be responsible to you, or any person, or customer for any loss or damage, you or they suffer if any steps mentioned in this clause or anything else necessary to comply with the laws.

5. Our Intellectual Property rights

- 5.1. You acknowledge that in rendering the Service, we may be divulging our Confidential Information to you, including our Intellectual Property (“IP”). You agree that this information and its associated goodwill belongs to us.
- 5.2. You agree that your right to use the Confidential Information is limited to your subscription to the Service and you will not –
- 5.2.1. publish or otherwise reproduce, repackage, modify, adapt, disseminate any of the Confidential Information, in whole or in part to any third party;
 - 5.2.2. transmit, transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, license, sub-license any of the Confidential Information, in whole or in part to any third party;
 - 5.2.3. allow any third party to link to the Confidential Information, in whole or in part in any way whatsoever; or
 - 5.2.4. use the Confidential Information, in whole or in part, in any form or manner or by any means whatsoever without our express prior written consent.

6. Limitation of Liability

- 6.1. DirectAxis will take all reasonable steps to ensure that the information provided through the DirectAxis Pulse Service is correct. You acknowledge that if you rely on the information for any reason, such action is taken at your own risk.



- 6.2. Information, ideas and opinions expressed as part of the DirectAxis Pulse Service should not be regarded as professional advice. You must seek professional advice before taking any decisions based on the information provided through the DirectAxis Pulse Service.
- 6.3. As part of the registration process, we will provide you with login details to use the service. You accept responsibility to keep your login details secure. We will assume that the person using the service is in fact you.
- 6.4. Accordingly, as permitted in law, you hereby indemnify DirectAxis and its members, directors, employees, or business partners against all claims, loss, demands, actions, damages and causes of action whatsoever that you or anyone related to you in any way may suffer arising directly or indirectly as a result of your use of the service.

7. PREVENTION OF CRIMINAL ACTIVITIES AND TERMINATION OF CUSTOMER RELATIONSHIP

1. You must use the solutions, interfaces and channels in compliance with all applicable laws and FirstRand group of companies' policies relating to anti-bribery and corruption, anti-money laundering, counterterrorism and local (from any country) and international sanctions, including the requirements of the Financial Intelligence Centre Act 2001, as amended from time to time. The policies are available on our FNB website.
2. In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your solutions, or we can refuse to carry out any instruction or transaction without notice to you. Fraud or suspected fraud includes (but is not limited to) instances where you receive funds through misrepresentation; you allow your solution to be used by a third party for fraudulent purposes such as a mule account or you provide false information to us. Please refer to the Security Centre tab on our website for more information on different types of fraud.
3. The FirstRand group of companies endeavours to stop or prevent any criminal activities including money laundering and terrorist financing, weapons proliferation financing and international sanctions circumvention and is obligated in terms of its regulatory requirements to implement measures to prevent this.
4. The Financial Intelligence Centre Act 2001 requires that we know and understand our customers. We are also required to manage our risk exposure, including reputational risk, in a responsible manner. To manage risk appropriately, we identify and monitor any risk that our business relationships may pose to us on an ongoing basis.
5. Because of this, the FirstRand group of companies can do any of the following things if it considers it necessary to do so, or if South African, domestic laws of other countries or international laws, rules, regulations, restrictions or policies require us to do so:
 - I. We may check and confirm the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities and of any recipients of funds regardless of where they bank. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities or persons. We will do this at the start of the business relationship and as often as we or the law considers necessary thereafter.
 - II. We can refuse to do business with any person or entity that we consider to be undesirable and outside of our risk appetite.
 - III. We will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
 - IV. We can terminate our relationship with you if we are compelled to do so by law or if we have reason to believe that a continued relationship will expose us to reputational or business risk.
 - V. You may also terminate your relationship with us, or your applicable solution (subject to the rules).

- VI. We can monitor any transactions and instructions at inception and/or on a continuing basis.
 - VII. We can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction or transaction.
 - VIII. We can refuse to carry out any instruction or transaction.
 - IX. We can place a hold on any account, facility or solution.
6. You agree to assist us to comply with the law by providing us with all the information and documents we require. If you fail to do so or provide false or inadequate information, we can refuse to enter into a relationship with you, refuse to carry out an instruction (including an instruction to transfer available funds and close a solution), suspend access to your participation in and the use of any rewards and/or customer benefits associated with any solution, restrict access to your solution by placing a hold on your solution and can also terminate our relationship with you.
 7. We will not be legally responsible to you, or any person, or customer for any loss or damage suffered if we do any of the things mentioned above, or anything else necessary to comply with the law.

