

DirectAxis Terms of Use

General terms relating to the use of this website

1. Introduction

The Terms are the general terms of the relationship between DirectAxis and Visitor. The Terms cover the use of this website, including any other marketing material of DirectAxis. By visiting and using this website, each Visitor accepts and agrees to The Terms.

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 be applicable to a specific section or module of this website);

DirectAxis means DirectAxis, a business unit of FirstRand Bank Limited, with Reg No. 1929/001225/06;

Visitor 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 the Terms 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 in the Terms 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 times.

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 in respect of your use of the relevant section or module of the website.

3. About DirectAxis

This website is owned, managed, and administered by DirectAxis.

4. Use of this Website

License to Use this Website

DirectAxis grants each Visitor 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 DirectAxis' prior written consent. The information offered on this website is for the Visitor's guidance only. The information offered is for quotation purposes only, and is subject to change on being contacted by an insurance consultant. DirectAxis has taken every care to ensure that the information provided on this website is reliable by using sources DirectAxis believes to be accurate. However, the accuracy of the information (including rates, fees, and charges), cannot be guaranteed.

Sufficient Particulars

In order for DirectAxis to provide Visitor with appropriate advice on financial products it is important that Visitor gives DirectAxis sufficient particulars of their financial affairs. Failure to make a full disclosure could result in Direct Axis' advice being compromised and may result in Visitor thus making a financial commitment to a product inappropriate to their needs and objectives.

Framing

No person, business, or website may frame this website or any of the pages on this website.

Linking

Visitor may link to the website only by linking to the home page of this website. DirectAxis prohibits Visitor from "deep linking" to any other pages in a manner that would incorrectly suggest endorsement or support of Visitor by DirectAxis or suggests Visitor is the owner of any intellectual property belonging to DirectAxis.

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 Visitor represents and warrants that Visitor:

- 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.

If Visitor is younger than 18 years of age, Visitor warrants that Visitor has the consent of its legal guardian to enter into the Terms or that Visitor has obtained legal status in another manner.

7. Intellectual Property

Ownership

Except as provided to the contrary in the Terms, all right, 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 DirectAxis or a third party licensor. All moral rights are reserved.

Trademarks

DirectAxis' logo and sub-logos, marks, and trade names are the trademarks of DirectAxis 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 DirectAxis 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 at the sole responsibility and risk of each Visitor. This website is provided on an 'as is' and 'as available' basis. Except for the warranties given in the Terms, DirectAxis expressly disclaims all representations, warranties, or conditions of any kind, whether express or implied, including any implied warranties or conditions of satisfactory quality, no latent defects, fitness for a particular purpose, accuracy, quiet enjoyment, title, and non-infringement. DirectAxis does not warrant that this website will meet the requirements of any Visitor or be uninterrupted, be legally effective or complete, timely, secure, error-free or free from infection by malicious software.

9. Indemnity

Each Visitor agrees to indemnify, defend, and hold harmless Direct Axis (and those related to it and its officers, agents, co-branders or other partners, and employees) from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to its use of this website.

10. Limitation of Liability

Correct Faults

DirectAxis will correct any fault in this website where possible and as soon as reasonably practical and this is its entire liability regarding any fault in the website. If this clause is held inapplicable or unenforceable, then the following clause will apply.

Direct Damages Limited

To the extent permitted by applicable law, regardless of the form (whether in contract, tort, or any other legal theory) in which any legal action may be brought, DirectAxis' maximum liability to a Visitor for direct damages for anything giving rise to any legal action will be an amount equal to R 100. The aggregate amounts for all claims will not be greater than the maximum amount.

Indirect Damages Excluded

To the extent permitted by applicable law, in no event will DirectAxis (or its personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data, or loss of use) arising from the Terms.

Other Website

DirectAxis is not liable for any other website provided by any third party.

11. Termination

Discontinue this Website

The Terms will automatically terminate if DirectAxis discontinues this website.

Breach

If a Visitor:

- 1 commits a breach of the Terms; or
- 2 repeatedly infringes the copyrights or other rights of others;

Visitor 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 Visitor.

12. General

Entire Agreement

The Terms constitutes the entire agreement between the parties in respect of the subject matter of the Terms.

Changes

The Terms may be changed at any time by DirectAxis and where this affects the rights and obligations of a Visitor, DirectAxis will notify the Visitor of any changes by placing a notice on this website. If a Visitor does not agree with the change the Visitor should stop using this website. If a Visitor continues to use this website following notification of a change to the Terms, the changed terms will apply to the Visitor.

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, or be deemed to be, 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 Visitor agrees to submit to the exclusive jurisdiction of the South African courts.