

## TERMS OF USE

(general terms relating to the use of this web site)

Version number: V1.2.2

## INTRODUCTION

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

## DEFINITIONS AND INTERPRETATION

**Definitions.** 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 web site);

"**directchoice**" means DirectAxis;

"**DirectAxis**" means DirectAxis (SA) (Pty) Ltd with Reg No. 1995/06077/07;

"**Visitor**" or "**you**" means any person who visits this web site.

**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 web site.

## ABOUT DIRECTCHOICE

This web site is owned, managed, and administered by DirectAxis. DirectAxis is a registered Financial Services Provider with the Financial Services Board and has a license to sell Short Term Insurance and Life Assurance. Our FSP number for Short Term Insurance is FSP05 and for Life Assurance, it is FSP7249. DirectAxis's compliance as regards the FAIS Act is monitored by Compli-Serve SA (Pty) Ltd, who are contactable on 0861 273 783 or via email on info@compliserve.co.za. DirectAxis has professional indemnity cover with Santam.

As an independent Broker, DirectAxis holds a number of contracts with other authorized product suppliers. Our contracted product suppliers are as follows:

Short Term Insurance: Regent, Santam, Hollard, Momentum, Auto & General, Unity, Motor Underwriting Agency and Tracker

Life Assurance: Altrisk and Hollard

Loans: WesBank (a division of FirstRand Bank Ltd) and Clientele Loans Direct (Pty) Ltd

DirectAxis is situated at 108 De Waal Road, Diep River, Cape Town, 7800.

## USE OF THIS WEB SITE

**License to use this web site.** **directchoice** grants each Visitor a limited, revocable license to use this web site subject to the Terms. Any person wishing to use this web site contrary to the Terms must obtain **directchoice's** prior written consent. The information offered on this web site 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. **directchoice** has taken every care to ensure that the information provided on this web site is reliable by using sources **directchoice** believes to be accurate. However, the accuracy of the information (including rates, fees, and charges), cannot be guaranteed.

**Sufficient particulars.** In order for **directchoice** to provide Visitor with appropriate advice on financial products it is important that Visitor gives **directchoice** sufficient particulars of their financial affairs. Failure to make a full disclosure could result in **directchoice's** 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 web site may frame this web site or any of the pages on this web site.

**Linking.** Visitor may link to the web site only by linking to the home page of this web site. **directchoice** prohibits Visitor from “*deep linking*” to any other pages in a manner that would incorrectly suggest endorsement or support of Visitor by **directchoice** or suggests Visitor is the owner of any intellectual property belonging to **directchoice**.

**Spiders and Crawlers.** No person, business, or web site may use any technology (including spiders or crawlers) to search and gain any information from this web site.

## MODIFY

**directchoice** may modify, suspend, or discontinue providing this web site (with or without notice) and will not be liable.

## 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 **directchoice** and this web site.

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.

## 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 web site are the sole property of or will vest in **directchoice** or a third party licensor. All moral rights are reserved.

**Trademarks.** **directchoice's** logo and sub-logos, marks, and trade names are the trademarks of **directchoice** and no person may use them without permission. Any other trademark or trade name that may appear on this web site or other marketing material of **directchoice** is the property of its respective owner.

**Restrictions.** Except as expressly permitted under the Terms, this web site 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.

## DISCLAIMER OF WARRANTIES

Use of this web site is at the sole responsibility and risk of each Visitor. This web site is provided on an “*as is*” and “*as available*” basis. Except for the warranties given in the Terms, **directchoice** 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. **directchoice** does not warrant that this web site 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.

## INDEMNITY

Each Visitor agrees to indemnify, defend, and hold harmless **directchoice** (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 web site.

## LIMITATION OF LIABILITY

**Correct faults.** **directchoice** will correct any fault in this web site where possible and as soon as reasonably practical and this is its entire liability regarding any fault in the web site. 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, **directchoice's** maximum liability to a Visitor for direct damages for anything giving rise to any legal action will be an amount equal to R100. 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 **directchoice** (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 web site.** **directchoice** is not liable for any other web site provided by any third party.

## TERMINATION

**Discontinue this web site.** The Terms will automatically terminate if **directchoice** discontinues this web site.

**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 **directchoice** 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 web site, claim specific performance of the Terms, and claim damages from Visitor.

## 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 **directchoice** and where this affects the rights and obligations of a Visitor, **directchoice** will notify the Visitor of any changes by placing a notice on this web site. If a Visitor does not agree with the change the Visitor should stop using this web site. If a Visitor continues to use this web site following notification of a change to the Terms, the changed terms will apply to the Visitor.

**Fact related to web site.** A certificate, signed by an administrator of this web site, of any fact related to this web site (including the version of the Terms that governs a particular dispute and what content was published or functionality was available on the web site 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.