



# FEDGROUP PORTAL GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. These terms and conditions govern your use of the Fedgroup Financial Services 2010 (Pty) Limited's ("Fedgroup" or "us" or "we") Portal situated at [www.fedgroup.co.za](http://www.fedgroup.co.za) ("Fedgroup's portal" or "this portal"). Please read the portal terms and conditions in full before you use this portal.
- 1.2. By accessing this portal, you agree to be bound by these terms and conditions with effect from the first time you access this portal and each time thereafter.
- 1.3. Fedgroup reserves the right, in its sole discretion, to amend these terms and conditions. Please refer back to them in the future because by accessing this portal you are bound to the version of the terms and conditions published on this portal at the time of your visit to this portal.

## 2. ACCESS TO THIS PORTAL AND CONSENT TO USE OF PERSONAL INFORMATION

- 2.1. It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access in order to access this portal. It is your responsibility to ensure that all such hardware, software and facilities so procured by you are compatible with this portal.
- 2.2. For more information on how Fedgroup handles your information please refer to our [Privacy Policy](#). Please further refer to your Terms and Conditions of your agreement with Fedgroup.

## 3. USE OF PORTAL

- 3.1. You may only access and use Fedgroup's portal in a lawful manner.
- 3.2. You may -
  - 3.2.1. print and download material from this portal provided that you do not modify or amend any content without Fedgroup's prior written consent;
  - 3.2.2. cache this portal provided that (i) such caching is for your own private or educational purpose; (ii) the cached content is not modified or amended in any way; and (ii) you will remove any cached content upon request therefor by Fedgroup.

- 3.3. Material on this portal may not be republished online or offline without Fedgroup's prior written consent.
- 3.4. With the exception of personal and private information, any material you send or post to this portal shall be considered non-proprietary and not confidential. Unless you advise to the contrary Fedgroup will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- 3.5. When using this portal you shall not post or send to or from this portal any material -
  - 3.5.1. which you are not permitted to so post or send or for which you have not obtained all necessary consents, permits and/or licences;
  - 3.5.2. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or is otherwise in contravention of the laws of the Republic of South Africa; and
  - 3.5.3. which is harmful in nature including, but not limited to, damaging code, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 3.6. Fedgroup shall not be liable for any material which you post or send to or from this portal and reserves the right to remove or modify any such material.
- 3.7. Fedgroup will -
  - 3.7.1. fully co-operate with any law enforcement authorities or court order requiring it to disclose the identity or other details of any person posting material to this portal in breach of 3.5; and
  - 3.7.2. in addition to any other rights which it may have, including (without limitation) the right to lay criminal charges, be entitled to claim from you all damages, losses, liabilities and expenses incurred by Fedgroup and/or its affiliates resulting from or attributable to a breach by you of this clause.
- 3.8. This portal and the content provided in this portal may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.
- 3.9. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited.
- 3.10. Unauthorised use of this portal and/or the materials contained on this portal may violate applicable copyright, trademark or other intellectual property laws or other laws.
- 3.11. Use of the portal means that we do not have personal interaction with you. Unless you notify us prior to us giving effect to an instruction submitted by you on the portal, you authorise us and acknowledge that we shall rely on and perform all instructions that appear to originate from you.
- 3.12. In using the portal you represent and warrant that you are of full legal age, are emancipated or have your guardian's consent and assistance and have the required legal capacity to enter into and be bound by this agreement or any other product agreement regarding your use of the portal.

#### **4. PORTAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 4.1. Fedgroup may make changes to the material on this portal at any time and without notice to you.
- 4.2. Nothing on this portal shall be construed as a solicitation or offer (unless expressly stated), or recommendation to engage in any transaction or to provide advice as defined in the Financial Advisory and Intermediary Services Act ("FAIS Act").
- 4.3. All intellectual property (whether registered or not) on this portal including, without limitation, copyright, software, information, graphics, design elements, text, formatting, logos, trademarks, icons and hyperlinks are owned by Fedgroup or its licensors and must not be reproduced without Fedgroup's and/or the licensor's prior written consent.

## 5. AVAILABILITY

- 5.1. Although Fedgroup takes all reasonable steps to ensure that this portal is available 24 hours every day, this portal may be unavailable as a result of maintenance, upgrades and/or other technical issues. Fedgroup will not be –
- 5.1.1. obliged to notify you of any downtime or unavailability of this portal; and
  - 5.1.2. liable for any claims, losses, damages or expenses incurred by you if this portal is unavailable at any time.
  - 5.1.3. Fedgroup reserves the right, in its sole discretion, to terminate this portal or change the domain name or address of this portal without notice to you.

## 6. LINKS TO AND FROM OTHER PORTALS

- 6.1. Any links to third party portals or resources located on this portal are provided for your convenience only. Fedgroup has not reviewed each third-party portal and has no responsibility for such third-party portals or their content. If you choose to access a third-party portal linked to this portal, it is at your own risk.
- 6.2. Fedgroup will not be liable to you for any claim whatsoever arising from or attributable to your use of any link/s on third party portals to access this portal.
- 6.3. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such portals, including (without limitation) any advertising, products or other materials or services on or available from such portals or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.
- 6.4. If you would like to insert a link (including, without limitation, hyperlink, frame or metatag) to this portal, you must first obtain the prior written consent of Fedgroup to do so, which consent Fedgroup is entitled to withhold or refuse in its sole discretion. Any approval granted by Fedgroup will be subject (in addition to any other conditions which Fedgroup may impose) to the following conditions –
- 6.4.1. you may only insert a link to a page on this portal but you may not replicate the whole or any part of this portal; and
  - 6.4.2. by inserting a link, you must not in any way imply that Fedgroup is endorsing your portal, any of its contents and/or any services or products which you may offer.
  - 6.4.3. you do not misrepresent your relationship with Fedgroup or present any false information about Fedgroup;
  - 6.4.4. you do not link from a portal that is not owned by you;
  - 6.4.5. your portal must not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the laws of the Republic of South Africa; and
  - 6.4.6. you fully indemnify Fedgroup for any loss or damage suffered as a result of inserting or providing such a link.

## 7. DISCLAIMER

- 7.1. While we have taken care to ensure that the content on this portal is accurate, this portal and the services accessible on or via this portal are provided 'as is' and your use of and reliance on the information on this portal and the online services is entirely at your own risk.
- 7.2. We do not represent or warrant that the portal, any tools (such as calculators), software, advice, opinion, statement, information, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality. You acknowledge that any reliance upon any such tools, software, advice, opinion, statement or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this portal. 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. While we take all reasonable precautions to prevent this, we do not warrant that the portal or any software available for download via the portal is free of viruses or destructive code.
- 7.3. 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 and 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 portal or the online services or the information contained on this portal or your inability to use this portal or the online services.
- 7.4. Without derogating from the generality of the above, we will not be liable for:
- 7.4.1. any interruption, malfunction, downtime or other failure of the portal or online services, our system, databases or any of its components, for reasons beyond our control;
  - 7.4.2. any loss or damage with regard 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;
  - 7.4.3. any loss or damage with regard 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 or negligence on our part;
  - 7.4.4. any interruption, malfunction, downtime or other 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;
  - 7.4.5. any event over which we have no direct control.

## 8. OUR RIGHTS

- 8.1. We reserve the right to –
  - 8.1.1. modify or withdraw, temporarily or permanently, this portal (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of this portal; and/or
  - 8.1.2. change these conditions from time to time, and your continued use of this portal (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the conditions have been changed. If you do not agree to any change to the conditions then you must immediately stop using this portal
  - 8.1.3. We will use our reasonable endeavours to maintain this portal. This portal is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of this portal or because of a failure, suspension or withdrawal of all or part of this portal due to circumstances beyond our control.

## 9. PRIVACY POLICY

- 9.1. We are committed to protecting your privacy. This clause and our **Privacy Policy** applies to all the web pages related to this portal.
- 9.2. All the information gathered in the online forms on this portal are used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated herein or in Fedgroup's Privacy Policy. None of the information will be sold or made available to anyone.
- 9.3. This portal may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access this portal; the pages that you access while at this portal and the Internet address of the portal from which you linked directly to this portal. This information is used to help improve this portal, analyse trends, and administer this portal.
- 9.4. We may need to change this policy from time to time in order to address new issues and reflect changes on this portal. We will post those changes to this portal so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please contact us.
- 9.5. By using this portal, you signify your acceptance of this clause and our Privacy Policy. If you do not agree to this policy, please do not use this portal. Your continued use of this portal following the posting of changes to these terms will mean that you accept those changes.

## 10. COOKIE/TRACKING TECHNOLOGY

- 10.1. This portal may use cookie and tracking technology depending on the features offered.
- 10.2. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to this portal, and understanding how visitors use this portal.
- 10.3. Cookies can also help customise this portal for visitors.
- 10.4. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information.
- 10.5. Aggregate cookie and tracking information may be shared with third parties.
- 10.6. Cookies only store information from your browser, they cannot access data on your hard drive. Cookies are text files that cannot transfer viruses to your computer or mobile device.
- 10.7. You can set your browser to notify you if “cookies” are to be transferred or to reject “cookies”. You may also choose to not consent to us making use of “cookies” when the consent pop-up is presented to you.

## **11. QUOTATION POLICY**

- 11.1. All quotations provided through the Portal are valid for 7 (seven) days from the date of issuance.
- 11.2. The validity of the quotation is subject to changes in interest rates, market conditions, or the risk profile of the applicant.
- 11.3. We reserve the right to modify or withdraw any quotation if there are significant changes in these factors.

## **12. EXCLUSION OF LIABILITY**

- 12.1. Subject to the provisions of sections 43(5) and (6) of the Electronic Communications and Transactions Act, 2002 ("ECT Act") (if applicable), neither Fedgroup, nor its affiliates and their respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering this portal), shall be liable or responsible to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using this portal. This exclusion shall include, without limitation, servicing or repair costs and any other direct, indirect or consequential loss.

## **13. DISPUTES**

- 13.1. If any dispute arises in connection with this portal and/or these terms and conditions, such dispute shall be referred to arbitration by either party to an arbitrator agreed by the parties and failing agreement within 5 days, an arbitrator appointed by the Chairman of the Law Society of the Northern Provinces (or its successors-in-title). The arbitration shall be held in Sandton.
- 13.2. The provisions of this clause shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

## **14. MONITORING**

- 14.1. You expressly give your consent for us to monitor your internet traffic on our portal. You acknowledge that we monitor internet traffic on the portal primarily to ensure that users and consumers are not acting illegally, unlawfully or in breach of this agreement and:
  - 14.1.1. to maintain the integrity and security of our portal and information technology systems;
  - 14.1.2. to investigate and detect any unauthorised use of our portal and information technology systems; and
  - 14.1.3. as an inherent part of and to secure the effective operation of our portal and information technology systems.

## **15. GENERAL PROVISIONS**

- 15.1. These terms and conditions will be governed by and construed in accordance with the law of the Republic of South Africa.
- 15.2. These terms and conditions, as amended from time to time by Fedgroup in its sole discretion, constitute the entire agreement between you and Fedgroup in relation to the subject matter of the terms and conditions.
- 15.3. No failure or delay to exercise any of Fedgroup's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of these terms and conditions or prejudice Fedgroup's rights to take subsequent action against you.
- 15.4. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by the law.
- 15.5. The provisions of these terms and conditions must be read in conjunction with the privacy policy pertaining to this portal and such privacy policy shall be deemed to be incorporated herein.
- 15.6. Fedgroup shall be entitled to cede, assign and transfer any of its rights and obligations under these terms and conditions without obtaining your consent and without notice to you. Any of Fedgroup's rights under these terms and conditions are expressed for the benefit of the affiliates of Fedgroup and shall be capable of acceptance by them, whether expressly or tacitly.

**16. DOMICILIUM CITANDI ET EXECUTANDI**

16.1. Fedgroup's chosen address for any legal notice is: **89 Bute Lane, Sandton, Johannesburg, 2196**

**17. QUERIES AND COMPLAINTS**

17.1. If you have any queries, comments or requests regarding this policy or should you no longer wish to receive communications from Fedgroup, please contact us at this address: **VIP@fedgroup.co.za**