

## GENERAL TERMS AND CONDITIONS FOR THE USE OF THE DA PORTALS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE DA PORTALS

THESE TERMS AND CONDITIONS APPLY TO THE USE OF THE DA PORTALS. THEY FORM A BINDING AGREEMENT BETWEEN YOU AND DA. YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY. CONTACT US IF YOU DON'T UNDERSTAND ANY PART OF THESE TERMS AND CONDITIONS.

### 1. DEFINITIONS IN THESE GENERAL TERMS AND CONDITIONS

In these General Terms and Conditions, the words below have the following meanings:

“**DA Portals**” means the electronic digital gateway/s which may be accessed by users of the Site for purposes of using or accessing online products, services or functionality such as DirectAxis Pulse or the Direct Axis online loan application;

“**Site**” means the internet website with the address [www.directaxis.co.za](http://www.directaxis.co.za);

“**Terms**” means these General Terms and Conditions;

“**DA**”, “**we**”, “**us**” or “**our**” means Direct Axis, a business unit of FirstRand Bank Limited, registered under the laws of the Republic of South Africa, with registration number 1929/001225/06 whose registered office is at 108 De Waal Road, Diep River, Cape Town, Western Cape, Republic of South Africa; and

“**you**” or “**your**” means any person accessing or using the DA Portals.

### 2. ACCEPTANCE OF THESE TERMS

By using or accessing any of the DA Portals, you agree to be bound by these Terms.

If you are younger than 18, you must get your parent or legal guardian's consent to use the service channels, unless you have been emancipated. “Emancipated” means the court has given you the right to act without your parent or guardian's consent.

### 3. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. You acknowledge that it is your responsibility to check these Terms from time to time in order to be certain that you are aware of any changes made by us. You are advised to check these Terms every time you use the DA Portals to ensure you understand the Terms that apply at that time.

### 4. WE MAY SUSPEND OR WITHDRAW THE DA PORTALS

The DA Portals are made available to you free of charge.

We do not represent, warrant or undertake that the DA Portals, or any content on them, will always be available, accessible or uninterrupted. We may suspend or withdraw or restrict the availability or accessibility of all or any part of the DA Portals for business and/or operational reasons. We will try to give

you reasonable notice of any such suspension or withdrawal.

### 5. THE DA PORTALS ARE ONLY FOR USERS IN THE REPUBLIC OF SOUTH AFRICA

The DA Portals are directed to people residing in the Republic of South Africa. We do not represent that content or functionality available on or through the DA Portals is appropriate for use or available in other locations.

### 6. YOUR ACCESS TO AND USE OF THE DA PORTALS

We may refuse to provide products and/or services to you or grant you access to or use of the DA Portals if we are unable to verify any information that you provide to us.

You agree that each of the following actions shall be material breaches of these Terms:

- signing in as, or pretending to be, another person;
- transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the DA Portals; and
- gathering information about others without obtaining their prior written consent.

You also agree that any use of your access details on the DA Portals shall be regarded as if you were the person accessing / using such information.

We may determine certain requirements that you will need to meet when choosing a user name or password. These requirements may be changed from time to time and you may be required to update your credentials.

### 7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone, other than you, may know your user name or password, you must promptly notify our Customer Care Department on 021 764 3000 or

[CCDCustomer.Requests@directaxis.co.za](mailto:CCDCustomer.Requests@directaxis.co.za)

**8. YOUR DETAILS AND INFORMATION MUST BE ACCURATE**

You acknowledge that we may need certain personal and financial information from you. It is in your best interest to keep this information current and accurate. You represent, warrant and undertake that all information provided by you at any time to us on or via the DA Portals, will be true, accurate, current and correct and you undertake to update the information as and when required.

You represent, warrant and undertake that you have fully disclosed all facts, and agree that these Terms or any transactions related to these Terms will be voidable, at our discretion, if you do not meet this requirement.

**9. HOW YOU MAY USE MATERIAL ON OR FUNCTIONALITY OF THE DA PORTALS**

We are the owner or the licensee of all intellectual property rights in the DA Portals, and in the material published or accessed on it. Those works are protected by intellectual property rights, including by copyright laws and treaties. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the DA Portals for your personal use only.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the DA Portals must always be acknowledged.

You must not use any part of the content on the DA Portals for commercial purposes without obtaining a licence to do so from us or our licensors.

Any unauthorised use, alteration or dissemination of the information or content on the DA Portals is prohibited.

**10. DO NOT RELY ON INFORMATION ON THE DA PORTALS**

The content on the DA Portals is provided for your general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the DA Portals.

Although we make reasonable efforts to update the information on the DA Portals, we make no

representations, warranties or undertakings, whether express or implied, that the content on the DA Portals is accurate, complete or up to date, and we will not be liable to you or any third party in relation to the information on the DA Portals.

**11. WE ARE NOT RESPONSIBLE OR LIABLE FOR WEBSITES OR OTHER ELECTRONIC PORTALS WE LINK TO**

Where the DA Portals contain links to other sites or gateways and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval or endorsement by us of those linked websites, gateways or information you may obtain from them.

We have no control over the contents of those sites, gateways or resources.

**12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We only provide the DA Portals for private use. You agree not to use the DA Portals for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity to the extent permitted by applicable law.

**You acknowledge that, to the extent permitted by applicable law, we shall not be liable to you in any way for any loss or damage, including direct, indirect and consequential loss, suffered by you as a result of or in connection with your use of or access to the DA Portals or any materials or information derived therefrom.**

**13. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY US**

You agree that if you breach the provisions of these Terms, we will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. We will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

**14. YOUR INDEMNITY IN FAVOUR OF US**

You agree to fully indemnify and hold harmless us, our directors, and employees from, and will not hold us responsible for, any claim relating to your use of the DA Portals.

**15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not represent, warrant or undertake that the DA Portals will be secure or free from bugs, viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You are responsible for configuring your information technology, computer programmes and platform to

access the DA Portals. You should use your own virus protection software.

You must not misuse the DA Portals by knowingly introducing bugs, viruses, trojans, worms, logic bombs or any other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the DA Portals, the server on which the DA Portals is stored or any server, computer or database connected to the DA Portals. You must not attack the DA Portals via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to the DA Portals will cease immediately.

## **16. HOW WE USE AND TREAT YOUR PERSONAL INFORMATION**

16.1 Please refer to

<https://www.directaxis.co.za/about/legal-documents> for the DirectAxis Privacy Policy.

## **17. Ending this agreement**

**We can end this agreement at any time or end your right to use of the DA Portals, after giving you reasonable notice. This will not affect instructions given to us using the service channels before the agreement ended.**

**We can also end this agreement and your right to use the portals immediately if any one or more of the following happens:**

- **If you commit fraud or we suspect you have done so.**
- **If we believe that your behaviour was inappropriate or constitutes misconduct.**
- **If you breach this agreement.**
- **If the law requires us to do this.**

**You may end this agreement by notifying us in writing or by phoning our call centre.**

## **18. THE GENERAL PROVISIONS THAT APPLY TO THESE TERMS**

These Terms, their subject matter and their formation, are governed by the laws of the Republic of South Africa. You and we both agree that the courts of the Republic of South Africa will have exclusive jurisdiction. If any provision of these Terms is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms.

No failure or delay by us to exercise any of our rights will be regarded as a waiver of our rights, nor will it affect the validity of any part of these Terms.