



DirectAxis
FINANCIAL SERVICES

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. “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.
- 1.5. “Your / your / yourself” – means a natural person who has been registered to use the DirectAxis Pulse Service.

2. Using the Service

- 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. 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.
- 2.3. 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. DirectAxis is a business unit of FirstRand Bank. Your Personal Information will therefore be held by FirstRand Bank and other entities within the FirstRand Group.
- 3.2. To better understand the entities that form part of the FirstRand Group and how your personal information will be treated, please refer to FirstRand’s Privacy Policy which can be found at <https://www.directaxis.co.za/about/legal-documents>.
- 3.3. In this privacy term references to “we”, “us” or “our” are references to the entities in the FirstRand Group, 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.
- 3.4. By registering for the DirectAxis Pulse Service, you acknowledge that in order to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - 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 and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Policy.
- 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 Policy. We have also set out further information about accessing, correcting or objecting to the processing of your Personal Information in our Privacy Policy, which we strongly advise that you read.
- 3.7. The responsible party is the party with whom you are contracting as per these Terms, as well as other entities in the FirstRand Group, which are listed in our Privacy Policy as responsible parties. For the contact details of these responsible parties, please see our Privacy Policy.

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:
 - 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.
 - 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.
 - 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.
 - 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 –
- 5.3. publish or otherwise reproduce, repackage, modify, adapt, disseminate any of the Confidential Information, in whole or in part to any third party;
- 5.4. 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;
- 5.5. allow any third party to link to the Confidential Information, in whole or in part in any way whatsoever; or
- 5.6. 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.