



DirectAxis Pulse Terms and Conditions



1. General

- 1.1. These terms and conditions contractually regulate the way in which the Subscriber may use the DIRECTAXIS Pulse Service at <http://www.directaxis.co.za/pulse>
- 1.2. The Subscriber agrees to be bound by these terms and conditions which creates a legally binding contract between DIRECTAXIS and the Subscriber.

2. Interpretation

The following words shall have the meanings assigned to them hereunder:

- 2.1. "Agreement" – means these terms and conditions;
- 2.2. "Commencement Date" – means the date on which the Subscriber registers for the DIRECTAXIS Pulse Service;
- 2.3. "Confidential Information" – means all proprietary and confidential information including, without limitation, all intellectual property ("IP"), technical information, business information, sales information, product sales plans, marketing and advertising methodologies and strategies, inventions, developments, discoveries, know-how, methods, techniques, formulae, data, processes and other trade secrets and proprietary ideas, whether or not patentable or copyrightable, which may be developed, delivered or communicated by DIRECTAXIS to the Subscriber from time to time pursuant to this Agreement;
- 2.4. "DIRECTAXIS" – means Direct Axis South Africa (Pty) Ltd, with Registration Number 1995/006077/07, a company incorporated in accordance with the laws of the Republic of South Africa, also trading as DIRECTAXIS;
- 2.5. "DIRECTAXIS PULSE Service" or "Service" – means the service as described in paragraph 5;
- 2.6. "Force Majeure Event" – means any event beyond the reasonable control of DIRECTAXIS including without limitation, acts of God, war (whether declared or not), riots, embargoes, acts of civil or military authorities, fires, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failure, network failures, failures of third party service providers (including providers of internet services and telecommunications), any act of terrorism, strikes affecting people other than the employees of that Party, power outages, any court order, any requirements of any authority or other competent local authority, and any governmental legislative or administrative action;
- 2.7. "Parties" – means DIRECTAXIS and the Subscriber collectively, and the term "Party" refers to either of them, depending on the context;
- 2.8. "Personal Information" – means all personal information as defined in the Protection of Personal Information Act 4 of 2013, which includes, but shall not be limited to –
 - 2.8.1. identity related information (e.g. names, identity number; passport number etc.);
 - 2.8.2. contact information (e.g. residential and work physical and postal addresses; cell phone, home and work telephone numbers; email addresses etc.);
 - 2.8.3. demographic information (e.g. age; gender etc.); and
 - 2.8.4. financial information (e.g. credit relating information, banking information etc.)
- 2.9. "Subscriber" – means a natural person, who enters into an agreement for the DIRECTAXIS Pulse Service

3. Commencement and Duration

- 3.1. This Agreement shall commence on the Commencement Date and be in force for the duration that the Subscriber has an active DIRECTAXIS Pulse Service user profile as referred to in paragraph 5.

4. Personal Information

- 4.1. DIRECTAXIS only uses the Subscriber's Personal Information in accordance with its privacy policy located at <https://www.directaxis.co.za/about/legal-documents> which policy forms part of this Agreement by reference.
- 4.2. The Subscriber understands that in order to provide the Service, DIRECTAXIS will need to obtain the Subscriber's Personal Information from the credit bureaus. By registering for the Service, the Subscriber agrees to DIRECTAXIS receiving his/her Personal Information – including any special Personal Information if applicable - from relevant credit bureaus in order for DIRECTAXIS to process the Subscriber's Personal Information for purposes of the Service.
- 4.3. As part of the registration process, DIRECTAXIS will provide login details to the Subscriber. Each time the Subscriber accesses the Service, the login details which include a username and password, will be required to access the DIRECTAXIS Pulse Service. The Subscriber accepts complete responsibility to keep his/her username and password secure and when the Subscriber's username and password is entered, DIRECTAXIS will assume that the person using the DIRECTAXIS Pulse Service is in fact the Subscriber.

5. DIRECTAXIS Pulse Service

- 5.1. You will register for the Service when you create a user profile through the website at www.directaxis.co.za/pulse.
- 5.2. The Service is provided free of charge.
- 5.3. On a service request, DIRECTAXIS will obtain the Subscriber's information from registered credit bureaus of DIRECTAXIS' choice and provide it to the Subscriber at monthly intervals
- 5.4. The Subscriber undertakes to use the DIRECTAXIS Pulse Service only for the purpose intended.
- 5.5. As part of using the Service, the Subscriber agrees to electronic marketing by FirstRand Limited and its subsidiaries FirstRand Bank, DIRECTAXIS and Ashburton Investments.
- 5.6. The Subscriber acknowledges that the Services are supplied for informational purposes only and that any action taken by the Subscriber pursuant to the DIRECTAXIS Pulse Services is taken at the sole risk of the Subscriber. DIRECTAXIS will merely pass on the Subscriber's information as received from the credit bureaus.

6. Sub-contractors

- 6.1. DIRECTAXIS shall be entitled to sub-contract certain of its rights and obligations, under this Agreement to third parties ("Sub-contractors" in this clause) on the same terms and conditions set forth in this Agreement.
- 6.2. DIRECTAXIS will implement reasonable measures to ensure that each of its Sub-contractors adheres to and observes the provisions of this Agreement, as if such Sub-contractor were a party to it.

7. Confidentiality

- 7.1. The Subscriber acknowledges that in rendering the DIRECTAXIS Pulse Services, DIRECTAXIS may be divulging its Confidential Information to the Subscriber, including IP which belongs to DIRECTAXIS. The Subscriber therefore agrees that his/her right to use the Confidential Information is limited to his/her subscription to the DIRECTAXIS Pulse Service in accordance with this Agreement, and he/she further undertakes to not –
 - 7.1.1. publish or otherwise reproduce, repackage, modify, adapt, disseminate any DIRECTAXIS Confidential Information, in whole or in part to any third party;
 - 7.1.2. transmit, transfer, distribute, re-distribute, copy, sell, re-sell, lease, rent, license, sub-license any DIRECTAXIS Confidential Information, in whole or in part to any third party;
 - 7.1.3. allow any third party to link to the DIRECTAXIS Confidential Information, in whole or in part in any way whatsoever;
 - 7.1.4. store the DIRECTAXIS Confidential Information in whole or in part for subsequent use after termination of this Agreement; and/or
 - 7.1.5. use the DIRECTAXIS Confidential Information, in whole or in part, in any form or manner or by any means whatsoever without DIRECTAXIS 's express prior written consent.

8. Intellectual Property (IP) rights

- 8.1. The Subscriber acknowledges that DIRECTAXIS is the exclusive proprietor of all IP related to the DIRECTAXIS Service (“DIRECTAXIS IP”) and the Subscriber’s right to use the DIRECTAXIS IP is limited to their Subscription, in accordance with this Agreement.
- 8.2. The Subscriber shall not do or permit to be done any act or thing which will result in the reduction of the value of the DIRECTAXIS IP or which will detract from such value, or result in the dilution or loss of distinctiveness of the DIRECTAXIS IP.
- 8.3. Any and all new IP belonging to DIRECTAXIS and used from time to time by the Subscriber with the approval of DIRECTAXIS from time to time shall fall within the definition of DIRECTAXIS IP for all purposes of this Agreement.
- 8.4. Notwithstanding anything to the contrary contained in this Agreement, the Subscriber acknowledges and agrees that the DIRECTAXIS IP and its associated goodwill belongs to and shall always remain vested in DIRECTAXIS and all use of the DIRECTAXIS IP shall be deemed to be used by DIRECTAXIS and shall accrue to the exclusive benefit of DIRECTAXIS and nothing contained in this Agreement shall be construed as conferring upon the Subscriber any right or interest in the DIRECTAXIS IP (otherwise than as an authorised user as contemplated in this Agreement).
- 8.5. All Intellectual Property rights not expressly dealt with in this clause are reserved.

9. Limitation of Liability

- 9.1. While DIRECTAXIS has taken all reasonable care to ensure that the information provided through the DIRECTAXIS Pulse Service is correct, the Subscriber’s use of and reliance on the information is entirely at his/her own risk.
- 9.2. Accordingly, in so far as may be permitted by South African law, the Subscriber hereby indemnifies DIRECTAXIS its members, directors, employees, or business partners against all claims, loss, demands, actions, damages, and causes of action whatsoever that may be suffered by the Subscriber or his/her dependents, arising directly or indirectly as a result of the Subscriber’s use of the DIRECTAXIS Pulse Service.
- 9.3. Information, ideas and opinions expressed on the website to the DIRECTAXIS Pulse Service should not be regarded as professional advice or DIRECTAXIS’ official opinion. The Subscriber must seek professional advice before taking any decisions based on the DIRECTAXIS Pulse Service information provided.

10. Termination

10.1 This Agreement will be terminated:

- 10.1.1 at the instance of the Subscriber if he/she sends a request, in writing, to DIRECTAXIS to terminate his/her use and access to the DIRECTAXIS Pulse Service;
- 10.1.2 at the instance of DIRECTAXIS if the Subscriber breaches any provision of this Agreement or if DIRECTAXIS no longer provides the Service; or

10.2 Once the Agreement has been terminated, the Subscriber's access to the DIRECTAXIS Pulse Service will be deactivated. DIRECTAXIS will also no longer be able to retrieve the Subscriber's Personal Information from the credit bureaux and will delete or destroy all Personal Information belonging to the Subscriber that was obtained for the purpose of providing the DIRECTAXIS Pulse Service.

11. Receipt of Notices

- 11.1 The Parties choose the following addresses for the receipt of notices relating to this Agreement: the Subscriber chooses his/her email address which he/she provided during registration; and
- 11.1.1. DIRECTAXIS chooses the following: Directaxis_pulse@directaxis.co.za
 - 11.1.2. Either Party shall be entitled from time to time, by giving written notice to the other, to vary its chosen address for the receipt of notices.

12. Information Required in Terms of the Electronic Communications and Transactions Act

- 12.1 In compliance with section 43(1) of the Electronic Communications and Transaction Act 25 of 2002, your attention is drawn to the following:
- Full name and legal status of DIRECTAXIS: DIRECTAXIS South Africa (Pty) Ltd, a private company incorporated in accordance with the laws of the Republic of South Africa
 - Registration number: 1996/006077/07
 - Place of registration: South Africa
 - Registered physical address: 108 De Waal Road, Diep River, 7800
 - Telephone number: 0861 02 03 04
 - Email: Directaxis_pulse@directaxis.co.za
 - Website: www.directaxis.co.za

13. Miscellaneous

- 13.1. If the Parties are prevented from carrying out their obligations under this Agreement as a result of a Force Majeure event, then those obligations shall be deemed to have been suspended to the extent that and for so long as the Party is so prevented from fulfilling them.
- 13.2. For the purpose of any proceedings hereunder, the Parties consent to the jurisdiction of the Cape Town Magistrate's Court, notwithstanding that such proceedings are otherwise beyond its jurisdiction.
- 13.3. DIRECTAXIS shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this Agreement. The Subscriber shall not cede any of his/her rights nor delegate any of his/her obligations hereunder.
- 13.4. No representations or warranties shall be of any force or effect unless reduced to writing and contained herein.
- 13.5. This Agreement is the whole agreement between the Parties, who acknowledge that they have not been induced to enter into this Agreement by any representations or warranties, other than those set out or contained herein. No alteration, amendment, variation or consensual termination of this Agreement shall be of any force or effect unless reduced to writing and signed by each of the Parties.
- 13.6. No waiver of any provision of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving such waiver, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
If any provision of this Agreement is held to be illegal, invalid or unenforceable for any reason, it will be severed from the rest of the provisions which will remain valid and enforceable