

# **LOGIN AGREEMENT - TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE WA DAVIDSON FINANCIAL SERVICES PTY LTD WEBSITE OR ANY PART THEREOF IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

## **1. Definitions**

1.1. In this website Agreement, the following words and expressions bear the meanings assigned to them:

1.1.1. “we”, “us”, “our” and “WA Davidson” means WA Davidson Financial Services Pty Ltd and its related parties from time to time.

1.1.2. “the website” means the internet website with the address [www.wadavidson.co.za](http://www.wadavidson.co.za) or any website with a URL that is validly registered to WA Davidson or any internet platform or portal that is created, licensed, controlled or managed by WA Davidson through the website.

1.1.3. “you” and “your” means the user and visitor of the Website.

## **2. Conditions of Access**

2.1. We license you to view, download and print the content contained in the website, provided that such content is used for private, personal and/or non-commercial purposes only.

2.2. Your access to, and use of, the website is always subject terms and conditions set out in this Login Agreement.

2.3. We make no representation about any other non-WA Davidson website that you may access through our website or portals. Any non-WA Davidson website link is not endorsed or accepted by us, nor do we accept responsibility for that website’s content.

2.4. To avoid any confusion, you agree that these terms and conditions apply to your use of:

2.4.1. the website;

2.4.2. any WA Davidson portal or internet platform created or licensed to us; regardless of the platform, gateway, portal or mode of access you use to install, download or access the website.

2.5 Your internet or data service provider may charge you for accessing the website or for any usage of the website. We cannot be held responsible for these charges.

### 3. **Your Acceptance and Consent**

3.1. By using our website, you acknowledge that you have read and understood the terms and conditions of this Login Agreement and that you expressly agree to these terms and conditions. If you do not agree to all of the terms and conditions, you must leave the website immediately as further use will automatically bind you to these terms and conditions.

3.2. You agree that this Login Agreement applies to any information accessed via the website, and to all its sections.

### 4. **Changes to this User Agreement**

4.1. We may unilaterally change the terms and conditions of this Login Agreement from time to time. We recommend that you familiarise yourself with this Login Agreement on a regular basis.

4.2. The current version of this Login Agreement will apply each time that you access and use the website.

### 5. **Privacy of Personal Information Login or Access Rights**

5.1. WA Davidson values the importance of protecting your personal information and we subscribe to the principles as outlined in Section 51 of the Electronic Communications and Transactions Act 2002.

5.2. Personal information for the purpose of this Login Agreement means all information specific to you, which is provided to WA Davidson via the internet. In other words information that identifies you.

This includes for example the following personal information that you may provide to WA Davidson in respect of your employee benefits:

- Your name and surname
- Age
- Marital status
- Identity number
- Date of birth
- E- mail address
- Contact number(s)
- Password & Username

5.3. We value the information you choose to provide and which we collect from you, and we will take reasonable steps to protect your personal information from loss, misuse or unauthorized alteration. The information we maintain concerning you is stored on local or third party databases that have built-in safeguards to ensure the privacy and confidentiality of that information. These third parties are bound by the strictest levels of confidentiality. However, please note that WA Davidson cannot guarantee the security of any personal information that you disclose online. When you use the on-line services provided by us, you will be given a user name and password. You must always keep this information secret and ensure that it is not disclosed to anyone.

5.4. When you are required to access or login to the website, you must keep your access details (your user name and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password.

- 5.5. You warrant your identity (in other words, you are who you say you are) and that you can prove your identity should we require you to do so.
- 5.6. We reserve the right to prevent you access and/or services if we are unable to verify any information that you provide to us.
- 5.7. You agree that the following actions shall be material breaches of these terms and conditions:
  - 5.7.1. signing in as, or pretending to be, another person;
  - 5.7.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
  - 5.7.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the website; or
  - 5.7.4. gathering information about others without obtaining their prior written consent.
- 5.8. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.9. Whenever you use this website, complete a form or contact us electronically, we will process and collect your personal information.
- 5.10. We will use your personal information only as appropriate in the normal course of business. The following are reasons why we would collect your personal information:
  - To identify you
  - For us to process your instructions to us
  - To manage your policy/ies
  - Compliance with the laws of the Republic of South Africa

- Detecting fraud

5.11 WA Davidson does not permit the selling or providing of personal information to third parties for independent use.

5.12 We will disclose your personal information when required to do so:-

- by any regulatory authority (like the Financial Services Board) for the various financial sectors
- to comply with any regulation passed under relevant legislation, or any legal process
- to protect and defend our rights and property (including intellectual property), or
- when you have expressly authorized WA Davidson to do so.

5.13 We may also contact you about our products and services which we believe may be of interest to you. If at any stage after you have given us your consent, you change your mind and no longer wish us to contact you about our products and services, we will respect your decision. You will always be given the opportunity to instruct us to remove your contact details from our mailing list.

5.14 You have the right to access your own personal information that WA Davidson keeps about you.

5.15 When you do visit our website and in the process provide us with your personal information you will be agreeing to the provisions set out above.

5.16 You also authorize WA Davidson to act on the information that you send electronically.

## 6. **Full disclosure of all relevant facts and benefit entitlement**

6.1. In most instances, we will obtain your personal and financial information from your employer and/or product supplier (retirement fund or medical scheme). When accessing your personal and financial information that we have captured, it is in your best interest to keep this information current and accurate.

- 6.2. Where information is furnished by you, you guarantee that all information provided by you at any time to WA Davidson will be true, accurate, current and correct and you undertake to update the information as and when required.
- 6.3. You guarantee that you have fully disclosed all facts, and agree that this Login Agreement or any transactions related to this Login Agreement will be void if you do not meet this requirement.

## 7. **Electronic communication and records**

- 7.1. When you visit the website or send e-mails to us, you accept that we can communicate with you electronically.
- 7.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by WA Davidson.
- 7.3. If you are a registered user of the website, you will receive communications from us via e-mail. If you do not want to receive e-mails from WA Davidson you may change the way you receive your communication by contacting our offices.
- 7.4. WA Davidson takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

## 8. **Intellectual Property Rights**

All intellectual property on the website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons images, audio clips, digital downloads, data compilations, software and hyperlinks are the property of or licensed to WA Davidson and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to you in terms of clause 2.1, all other rights to intellectual property on the website are expressly reserved.

9. **Copyright**

- 9.1. Except if permitted under this or another agreement with WA Davidson no portion of the website may be copied or transmitted via any means available now or in the future.
- 9.2. Any unauthorised use, alteration or dissemination of the information or content on the website is prohibited.
- 9.3. You agree that if you breach the terms of this clause 9, WA Davidson will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. WA Davidson will also be allowed to claim for loss of profits and loss of business and will recover all legal costs on a scale as between attorney and own client.
- 9.4. Nothing on the website should be regarded as granting any licence or right to use any trademark without the prior written permission of WA Davidson and/or that of any third party.
- 9.5. WA Davidson tries to ensure that the most sophisticated technology protects the information on the website. However, WA Davidson cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

10. **Disclaimer**

- 10.1. The information provided on this website should not be treated as either advice or an intermediary service as defined in the Financial Advisory and Intermediary Services Act, 2002.
- 10.2. WA Davidson does not provide any warranty or guarantee, expressed or implied, as to the accuracy, availability, completeness and suitability of the information and products found or offered on this website for any particular purpose. You acknowledge that such information and products may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

10.3. We have made every effort to protect our website against viruses and other harmful code. WA Davidson does not guarantee that (i) the website; (ii) the information, content, tools or materials included on the website; (iii) the servers of WA Davidson; or (iv) that any electronic communications sent by us are free from viruses or other harmful components.

10.4. This website and the services accessible on this website are provided "as is". Whilst we have taken care to ensure that the content of this website is up to date and accurate, your use of any information, products or services on this website is entirely at your own risk.

WA Davidson will not be liable for any damages of any kind arising from your use of the website or from any information, content, tools or materials included on or otherwise made available to you through the website, including for direct, incidental, punitive and/or consequential damages. Furthermore, all calculations on our website serve only as a guideline or as an explanation to your personal circumstances. To be of any use to you they must be confirmed by WA Davidson. We do not guarantee the accuracy or completeness of these calculations.

10.5. WA Davidson is fully committed to providing you with the best possible service. However, we are not responsible for:

10.5.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our reasonable control; or

10.5.2. any inaccurate, incomplete or inadequate information obtained from the website supplied by you or third parties.

10.6. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

10.6.1. any of the events described in this Login Agreement;



- 10.6.2. your actions or omissions that result in a breach this Login Agreement;
- 10.6.3. any links to other websites from the website;
- 10.6.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put WA Davidson in disrepute; or
- 10.6.5. your reliance on any of the information, content, tools or materials that you obtain from the website.

## 11. **Indemnity**

- 11.1. You agree to fully indemnify WA Davidson, its directors and employees, and will not hold us responsible for any claim relating to your use of the website.
- 11.2. You agree to fully indemnify WA Davidson, its directors and employees from any errors or inaccuracies or incomplete information made available by third parties (including your employer, advisors and/or experts) on the website and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 11.3. You agree that WA Davidson will not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 11.4. You accept that some of the information, content, tools or materials on the website come from external sources, and you agree that WA Davidson is not responsible, and will not be held liable, for any information or content, received from these external sources.

## 12. **Applicable law**

By accessing and using the website, you agree that the laws of the Republic of South Africa will govern this Login Agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this Login Agreement.

13. **General Provisions**

- 13.1. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
- 13.2. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.
- 13.3. No failure or delay by WA Davidson to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.