

# WEBSITE TERMS OF USE, DISCLAIMER AND PRIVACY STATEMENTS

Last updated: 30 June 2021

## DEFINITIONS

- The terms “you” and “user” as used herein refer to all individuals and/or entities accessing the website.
- The term “website” as used herein refers to [www.epe-online.co.za](http://www.epe-online.co.za).
- “Moneyline”, “we”, “us”, or “our” means Moneyline Financial Services (Pty) Ltd (registration number:1998/020799/07), a company duly incorporated in accordance with the laws of the Republic of South Africa, and an Authorised Financial Services Provider – License Number 46068. Having its registered address at President Place, C/O Hood Avenue and Bolton Road, Rosebank and/or any of its affiliates;

## GENERAL

By using the website, you are indicating your acceptance to be bound by these terms and conditions. The website may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

## TERMS OF USE

1. Users may not use the website in order to transmit, distribute, store or destroy material:
  - in violation of any applicable law or regulation;
  - in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;
  - that is defamatory, obscene, threatening, abusive or hateful.
2. The following is prohibited with respect to the website:
  - Using any robot, spider, other automatic device or manual process to monitor or copy any part of the website;
  - Using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the website.
  - Taking any action that imposes an unreasonable or disproportionately large load on the website infrastructure;
  - Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the website without Moneyline’s prior written permission;
  - Reverse assembling or otherwise attempting to discover any source code relating to the website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
  - Attempting to access any area of the website to which access is not authorised.

## COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to the website.
2. Users of this website are not granted a license or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

## PRIVACY STATEMENT

1. Usage of this website may result in Moneyline collecting, processing, retaining, storing, distributing and using your personal information including your special personal information, as defined in the Protection of Personal Information Act, 2014 ("POPI") to render banking services.
2. Moneyline may use this information to provide you with information regarding our products, services, or events from time-to-time.
3. You may request that Moneyline cease sending you such information or request that your personal information be removed from our database or mailing list at any time.
4. Moneyline will not disclose any personal information to anyone except as provided for in this policy. We may however need to disclose personal information to Moneyline's employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations, except in the case of the sale of Moneyline or its associated services or web site(s), Moneyline will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.
5. Moneyline makes use of first-party cookies (including the Google Analytics cookie) to collect website analytics data, and also makes use of third-party cookies (including the DoubleClick cookie) to deliver targeted display advertising to our website visitors based on their browsing and search activity on the Moneyline website.
6. No personal information is shared with Google or DoubleClick in order to deliver targeted advertising.
7. If you prefer not to receive interest-based advertising in web browsers from Google, you can always click the "Opt out" button on the Ads Preferences Manager (<https://www.google.com/ads/preferences/?hl=en>). After you opt out, Google will not collect interest category information and you will not receive interest-based ads via Google when accessing the web through a web browser.
8. For detail regarding the information Google collects and how it is used to deliver targeted advertising please visit <http://www.google.com/policies/privacy/ads/>
9. Moneyline is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised web sites.

## SECURITY

1. Users are prohibited from violating or attempting to violate the security of the Website, including, but without limitation:
  - accessing data not intended for such user or logging into a server or account which the user is not authorised to access;
  - attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
  - attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, "flooding", "spamming", "mail bombing" or "crashing";
  - sending unsolicited email, including promotions and/or advertising of products or services;
  - forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
  - deleting or revising any material posted by any other person or entity;
  - using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.
2. Violations of system or network security may result in civil or criminal liability. Moneyline will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

## DISCLAIMER

1. The website carries property advertisements, news, reviews and other content independently published by third parties on the website. The website is not involved in the buying, selling or development of the property

process and must not be considered to be an agent, buyer and/or a developer with respect to the use of the website.

2. Moneyline shall not be responsible for any user entering into agreements or making decision whatever nature in connection with the posting of property ads, property information, personal owned property information, use of financial calculators and/or the contents thereof and/or any other information obtained on the website.
3. Whilst Moneyline has taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether express or implied, is given that the website will operate error-free or that any files, downloads or applications available via the website are free of viruses, trojans, bombs, time-locks or any other data, code or harmful mechanisms which has the ability to corrupt or affect the operation of your system.
4. In no event shall Moneyline, and/or any third party contributors of material to the website be liable for any costs, expenses, losses and damages of any nature (whether direct, indirect, punitive, incidental, special or consequential) arising out of or in any way connected with your use of the website, your inability to use the website and/or the operational failure of the website, and whether or not such costs, expenses, losses and damages are based on contract, depict, strict liability or otherwise.
5. Insofar as the website contains links to any other internet websites, you acknowledge and agree that Moneyline does not have control over any such website and Moneyline shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website.

## SEVERABILITY

1. These Terms & Conditions constitute the entire agreement between Moneyline and you. Any failure by Moneyline to exercise or enforce any right or provision of these Terms & Conditions shall in no way constitute a waiver of such right or provision.
2. In the event that any term or condition is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## APPLICABLE LAW

This website is hosted, controlled and managed in the Republic of South Africa, and thus, South African law and jurisdiction govern the use or inability to use this website, or any other matter related to this website.

## DISPUTES

All disputes in terms of this agreement or relating to the use or inability to use this web site shall be settled by arbitration conducted in English in terms of the rules of the South African Arbitration Foundation. Such arbitration shall be held in Cape Town, and the unsuccessful party shall pay all costs incurred by the successful party in attending and preparing for such arbitration.

## EMAIL DISCLAIMER

This disclaimer pertains to any email containing Moneyline information. It is intended only for the person to whom it is addressed and access to this e-mail by anyone else is unauthorised. Any recipient who is not named as an addressee is not entitled to read this email, disclose its contents to any person or make copies. If you have received this email in error, please notify Moneyline immediately by return email. Whilst all reasonable steps are taken to ensure the accuracy and integrity of information and/or data transmitted electronically and to preserve the confidentiality thereof, no liability or responsibility whatsoever is accepted if information or data is, for whatever reason, corrupted or does not reach its intended destination. In the event that any e-mail is of a personal nature and not business related, the recipient accepts that the e-mail is not authorised by, or sent on behalf of Moneyline.